

AMENDMENT OF SOLICITATION/ MODIFICATION OF CONTRACT		1. CONTRACT ID CODE		PAGE OF PAGES 1 3	
2. AMENDMENT/MODIFICATION NO. 51		3. EFFECTIVE DATE See Block 16C		4. REQUISITION/PURCHASE REQ. NO. 4200139002 (Y)	
6. ISSUED BY NASA/Johnson Space Center Attn: BH/Michele H. Ladrach 2101 NASA Parkway Houston, TX 77058-3696		CODE BH4/JDT		5. PROJECT NO. (If applicable)	
		7. ADMINISTERED BY (If other than Item 6)		CODE	

See Block 6

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and ZIP Code)	
Raytheon Technical Services Company Attn: Cheryl Jones, Contracts Manager Bay Terrace II 555 Forge River Road Suite 120 Webster, TX 77598-4357	

CODE		FACILITY CODE	
(x)	9A. AMENDMENT OF SOLICITATION NO.	9B. DATED (SEE ITEM 11)	
X	10A. MODIFICATION OF CONTRACT/ORDER NO. NAS 9-02102	10B. DATED (SEE ITEM 13) 2/3/03	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended, ☐ is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and returning ☐ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer Submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required) 4200139002 Total Obligation: \$1,900,000

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS,
IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.(x)

(x)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
X	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b). FAR 52-232-22, Limitation of Funds & Clause B.4. CONTRACT FUNDING
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	d. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor ☒ is not, ☐ is required to sign this document and return _____ copies to the issuing office.

14. description of amendment/modification (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

The purpose of this modification is to: a) modify Clause B.4, CONTRACT FUNDING; a) increase contract funding by \$1,900,000 from \$57,413,442.33 to \$59,313,442.33

Replacement page is attached. Changes have been vertically bar-marked.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Cynthia W. Maclean, Contracting Officer	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY	16C. DATE SIGNED
(Signature of person authorized to sign)		(Signature of Contracting Officer)	

Funding Recapitulation

	49	Additional Funding Mod 51	TOTAL
Cost	\$ 53,323,960.71	\$ 1,751,152.07	\$ 55,075,112.78
Fee	\$ 4,089,481.62	\$ 148,847.93	\$ 4,238,329.55
Total	\$ 57,413,442.33	\$ 1,900,000.00	\$ 59,313,442.33

B.4 CONTRACT FUNDING. (NFS 1852.232-81)(JUNE 1990)

(a.) For purposes of payment of cost, exclusive of fee, in accordance with the Limitation of Funds clause, the total amount allotted by the Government to this contract is **\$55,075,112.78**. This allotment is for [Insert applicable item number(s), task(s), or work description] and covers the following estimated period of performance: **January 5, 2006**.

(b.) An additional amount of **\$4,238,329.55** is obligated under this contract for payment of fee.

(End-of-Clause)

B.5 MINIMUM AND MAXIMUM INDEFINITE DELIVERY, INDEFINITE QUANTITY (IDIQ) CONTRACT VALUE

The guaranteed minimum quantity of work which will be required under this contract, and which will be initiated through the issuance of task orders, shall be \$10,000. There will be no further obligation on the part of the Government to issue additional task orders thereafter. The total maximum value is \$2.4 million for the 2-year period of performance. If additional performance terms are awarded, the maximum value for IDIQ work will increase by \$1,200,000 per year.

B.6 INDEFINITE QUANTITY WORK – UNIT PRICED RATE

Work that is of a nonrecurring nature and cannot be sufficiently identified, predetermined, or quantified in advance is identified as IDIQ work. The IDIQ work the Government currently anticipates is identified in Section C.5.10 of the Statement of Work. IDIQ work will be issued as Task Orders/Delivery Orders. *The Contracting Officer will request a proposal from the contractor when the requirement can be defined well enough to price the effort.* The contractor's proposal shall be based on the unit priced rates identified below, reasonable labor hours and material dollars and other direct costs (ODC). The price of the Task Order (including profit for Task Orders) shall be negotiated between the Contractor and the Contracting Officer. IDIQ work may be issued by facsimile, or by electronic commerce methods. IDIQ work shall be ordered in accordance with clauses entitled "Ordering," "Order Limitations," and "Indefinite

AMENDMENT OF SOLICITATION/ MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 3
2. AMENDMENT/MODIFICATION NO. 52	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. 4200141034 (Y)	5. PROJECT NO. (If applicable)
6. ISSUED BY NASA/Johnson Space Center Attn: BH/Michele H. Ladrach 2101 NASA Parkway Houston, TX 77058-3696	CODE BH4/JDT	7. ADMINISTERED BY (If other than Item 6)	CODE

See Block 6

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and ZIP Code)

Raytheon Technical Services Company
Attn: Cheryl Jones, Contracts Manager
Bay Terrace II
555 Forge River Road Suite 120
Webster, TX 77598-4357

CODE	FACILITY CODE
(X) 9A. AMENDMENT OF SOLICITATION NO.	9B. DATED (SEE ITEM 11)
X 10A. MODIFICATION OF CONTRACT/ORDER NO. NAS 9-02102	10B. DATED (SEE ITEM 13) 2/3/03

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended, ☐ is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and returning ☐ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer Submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required) 4200139002 Total Obligation: \$1,900,000

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS,
IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.(x)

(x)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
X	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b). FAR 52-232-22, Limitation of Funds & Clause B.4. CONTRACT FUNDING
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	d. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor ☒ is not, ☐ is required to sign this document and return _____ copies to the issuing office.

14. description of amendment/modification (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

The purpose of this modification is to: a) modify Clause B.4, CONTRACT FUNDING; a) increase contract funding by \$500,000 from \$59,313,442.33 to \$59,813,442.33

Replacement page is attached. Changes have been vertically bar-marked.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Cynthia W, Maclean, Contracting Officer	
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY (Signature of Contracting Officer)	16C. DATE SIGNED

Funding Recapitulation

	51	Additional Funding Mod 52	TOTAL
Cost	\$ 55,075,112.78	\$ 460,829.49	\$ 55,535,942.27
Fee	\$ 4,238,329.55	\$ 39,170.51	\$ 4,277,500.06
Total	\$ 59,313,442.33	\$ 500,000.00	\$ 59,813,442.33

B.4 CONTRACT FUNDING. (NFS 1852.232-81)(JUNE 1990)

(a.) For purposes of payment of cost, exclusive of fee, in accordance with the Limitation of Funds clause, the total amount allotted by the Government to this contract is **\$55,535,942.27**. This allotment is for [Insert applicable item number(s), task(s), or work description] and covers the following estimated period of performance: **January 16, 2006**.

(b.) An additional amount of **\$4,277,500.06** is obligated under this contract for payment of fee.

(End-of-Clause)

B.5 MINIMUM AND MAXIMUM INDEFINITE DELIVERY, INDEFINITE QUANTITY (IDIQ) CONTRACT VALUE

The guaranteed minimum quantity of work which will be required under this contract, and which will be initiated through the issuance of task orders, shall be \$10,000. There will be no further obligation on the part of the Government to issue additional task orders thereafter. The total maximum value is \$2.4 million for the 2-year period of performance. If additional performance terms are awarded, the maximum value for IDIQ work will increase by \$1,200,000 per year.

B.6 INDEFINITE QUANTITY WORK – UNIT PRICED RATE

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AMENDMENT OF SOLICITATION/ MODIFICATION OF CONTRACT		1. CONTRACT ID CODE		PAGE OF PAGES 1 3	
2. AMENDMENT/MODIFICATION NO. 53		3. EFFECTIVE DATE See Block 16C		4. REQUISITION/PURCHASE REQ. NO. 4200142150 (Y)	
6. ISSUED BY NASA/Johnson Space Center Attn: BH/Michele H. Ladrach 2101 NASA Parkway Houston, TX 77058-3696		CODE BH4/JDT		5. PROJECT NO. (If applicable) 7. ADMINISTERED BY (If other than Item 6) See Block 6	

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and ZIP Code)

Raytheon Technical Services Company
Attn: Cheryl Jones, Contracts Manager
Bay Terrace II
555 Forge River Road Suite 120
Webster, TX 77598-4357

CODE	FACILITY CODE
(X) 9A. AMENDMENT OF SOLICITATION NO.	9B. DATED (SEE ITEM 11)
X 10A. MODIFICATION OF CONTRACT/ORDER NO. NAS 9-02102	10B. DATED (SEE ITEM 13) 2/3/03

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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12. ACCOUNTING AND APPROPRIATION DATA (If required) 4200139002 Total Obligation: \$1,900,000

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IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.(x)

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	d. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor ☒ is not, ☐ is required to sign this document and return _____ copies to the issuing office.

14. description of amendment/modification (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

The purpose of this modification is to: a) modify Clause B.4, CONTRACT FUNDING; a) increase contract funding by \$1,000,000 from \$59,813,442.33 to \$60.,813,442.33.

Replacement page is attached. Changes have been vertically bar-marked.

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15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Cynthia W, Maclean, Contracting Officer	
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY (Signature of Contracting Officer)	16C. DATE SIGNED

Funding Recapitulation

	52	Additional Funding Mod 53	TOTAL
Cost	\$ 55,535,942.27	\$ 921,658.99	\$ 56,457,601.26
	\$ 4,277,500.06	\$ 78,341.01	\$ 4,355,841.07
Total	\$ 59,813,442.33	\$ 1,000,000.00	\$ 60,813,442.33

B.4 CONTRACT FUNDING. (NFS 1852.232-81)(JUNE 1990)

(a.) For purposes of payment of cost, exclusive of fee, in accordance with the Limitation of Funds clause, the total amount allotted by the Government to this contract is **\$56,457,601.26**. This allotment is for [Insert applicable item number(s), task(s), or work description] and covers the following estimated period of performance: **February 17, 2006**.

(b.) An additional amount of **\$4,355,841.07** is obligated under this contract for payment of fee.

(End-of-Clause)

B.5 MINIMUM AND MAXIMUM INDEFINITE DELIVERY, INDEFINITE QUANTITY (IDIQ) CONTRACT VALUE

The guaranteed minimum quantity of work which will be required under this contract, and which will be initiated through the issuance of task orders, shall be \$10,000. There will be no further obligation on the part of the Government to issue additional task orders thereafter. The total maximum value is \$2.4 million for the 2-year period of performance. If additional performance terms are awarded, the maximum value for IDIQ work will increase by \$1,200,000 per year.

B.6 INDEFINITE QUANTITY WORK – UNIT PRICED RATE

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AMENDMENT OF SOLICITATION/ MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 7
2. AMENDMENT/MODIFICATION NO. 54	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. N/A	5. PROJECT NO. (If applicable)
6. ISSUED BY NASA/Johnson Space Center Attn: BH/Michele Ladrach 2101 NASA Parkway Houston, TX 77058-3696	CODE BH	7. ADMINISTERED BY (If other than Item 6)	CODE

See Block 6

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and ZIP Code)
 Raytheon Technical Services Company
 Attn: Cheryl Jones, Contracts Manager
 Bay Terrace II
 555 Forge River Road Suite 120
 Webster, TX 77598-4357

CODE	FACILITY CODE
(X) 9A. AMENDMENT OF SOLICITATION NO.	9B. DATED (SEE ITEM 11)
X 10A. MODIFICATION OF CONTRACT/ORDER NO. NAS 9-02102	10B. DATED (SEE ITEM 13) 2/3/03

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12. ACCOUNTING AND APPROPRIATION DATA (If required) N/A

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS,
IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.(x)

(X)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
X	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: 52.243-2, Changes - Cost Reimbursement
	d. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor ☐ is not, ☒ is required to sign this document and return 3 copies to the issuing office.

14. description of amendment/modification (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

See Page 2

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Cynthia W. Maclean, Contracting Officer	
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY (Signature of Contracting Officer)	16C. DATE SIGNED

The purpose of this Modification is to reflect the negotiation of proposal NBL-CDJ-54, Space Vehicle Mockup Facility (SVMF) Projects modification. This modification is agreed to be a complete and equitable adjustment for the contractor's proposal December 9, 2005, as well as any other proposal updates. The contractor hereby releases the Government from any and all liability under this contract for further equitable adjustment attributable to such factors and/or circumstances giving rise to proposal NBL-CDJ-54 as well as all contract changes made in this modification.

Replacement pages and an update to the Statement of Work, with the addition of Section 2.1.2.g. are attached and are hereby incorporated into the contract. Changes have been bolded and bar marked.

Contract Value Reconciliation
(Does not include IDIQ)

Basic Reconciliation

(Includes Exercised Options 1 & 2)	Prior to Mod 54	Mod 54	Revised Total
Estimated Cost	\$66,006,721	\$4,728,967	\$70,735,688
Maximum Available Award Fee	\$6,219,751	\$256,967	\$6,476,718
Cost Plus Award Fee	\$72,226,472	\$4,985,934	\$77,212,406

Option 3, Clause F.6-3 Reconciliation

	Prior to Mod 54	Mod 54 Basic	Mod 54 Option 3	Revised Total
Estimated Cost	\$ 82,301,568	\$4,728,967	\$1,782,564	\$88,813,099
Maximum Available Award Fee	\$7,767,759	\$256,967	\$169,344	\$8,194,070
Total	\$90,069,327	\$4,985,934	\$1,951,908	\$97,007,169

Award Fee Reconciliation

Evaluation Period	Prior to Mod 54	Mod 54	Revised Total
Basic			
04/01/03-09/30/03 (Earned)	\$635,835	\$0	\$635,835
10/01/03-03/31/04 (Earned)	\$672,701	\$0	\$672,701
04/01/04-09/31/04 (Earned)	\$688,454	\$0	\$688,454
10/01/04-03/31/05 (Earned)	\$708,355	\$0	\$708,355
04/01/05-09/31/05 (Earned)	\$774,005	\$0	\$774,005
10/01/05-03/31/06 (Available)	\$814,742	\$85,656	\$900,398
04/01/06 - 09/30/06 (Available)	\$766,791	\$85,656	\$852,447
10/01/06 - 03/31/07 (Available)	\$766,790	\$85,656	\$852,446
Option 3			
04/01/07 - 09/30/07 (Available)	\$774,004	\$84,672	\$858,676
10/01/07 - 03/31/08 (Available)	\$774,004	\$84,672	\$858,676

PART I - THE SCHEDULE

SECTION B - SUPPLIES OR SERVICES AND PRICE/COSTS

B.1 SUPPLIES AND/OR SERVICES TO BE FURNISHED

The contractor shall provide all resources and services (except as may be expressly stated in this contract as furnished by the Government) necessary to operate, maintain, and provide sustaining engineering for the Neutral Buoyancy Laboratory, the Space Vehicle Mockup Facility, and 920L, the Logistics and Mockup Facility, in accordance with the Work Statement in Section C.

This is a performance based, cost reimbursable type of contract. The contract performance will be measured in accordance with the award fee evaluation plan discussed elsewhere in the schedule.

(a.) This contract contains a cost plus award fee (CPAF) core requirement and a cost plus fixed fee (CPFF) indefinite delivery/indefinite quantity (IDIQ) portion.

(b.) All efforts set forth in the Work Statement are Cost Plus Award Fee core portion of this contract, with the exception of Work Statement paragraph C.5.10. Work Statement paragraph C.5.10 is the IDIQ portion of the contract.

(c.) Work Statement paragraph C. 5.10 will be covered by terms and condition of an IDIQ type contract.

(End of clause)

B.2 ESTIMATED COST AND AWARD FEE. (1852.216-85) (SEP 1993)*

The estimated cost of this contract is **\$70,735,688**. The maximum available award fee, excluding base fee, if any, is **\$ 6,476,718**. The base fee is **\$ 0**. Total estimated cost, base fee, and maximum award fee are **\$ 77,212,406**.

(End-of-Clause)

*This clause applies to the core work statement, excluding SOW Paragraph 5.10.

B.3. ESTIMATED COST AND FEE FOR THE INDEFINITE DELIVERY/INDEFINITE QUANTITY REQUIREMENTS OF THE CONTRACT.

(a.) Total estimated cost of the IDIQ section of the contract is not to exceed (NTE) **\$8,800,000**. See task order procedures.

(b.) Breakout of estimated cost, fixed fee earned by Task/Delivery Order is as follows:

(d.) Section I, page I-2, 52.222-2 "PAYMENT FOR OVERTIME PREMIUMS" shall be modified to change the overtime premium cost not to exceed amount to \$ 0.

OPTION F.6-3 (12 MONTHS)

(a.) B.2 entitled, "ESTIMATED COST, AWARD FEE" shall be modified to read:

"The estimated cost of this contract is **\$ 88,813,099**. The maximum available award fee, excluding base fee, if any, is **\$ 8,194,070**. The base fee is **\$ 0**. Total estimated cost, base fee, and maximum award fee are **\$ 97,007,169**. "

(b.) B.3 entitled, "Estimated Cost and Fee for the indefinite delivery/indefinite quantity requirements of the contract." Modified to read:

"(a) Total estimated cost of the IDIQ section of the contract is
NTE \$ 10,000,000. See task order procedures."

(c.) F.3 entitled, "Completion of Work" shall be modified to change the end date of the period of performance for SOW from March 31, 2007 to March 31, 2008.

(d.) Section I, page I-2, 52.222-2 "PAYMENT FOR OVERTIME PREMIUMS" shall be modified to change the overtime premium cost not to exceed amount to \$ 0.

F.7 BILLS OF LADING. (1852.247-73) (JUNE 2002)

The purpose of this clause is to define when a commercial bill of lading or a government bill of lading is to be used when shipments of deliverable items under this contract are f.o.b. origin.

(a) Commercial Bills of Lading. All domestic shipments shall be made via commercial bills of lading (CBLs). The Contractor shall prepay domestic transportation charges. The Government shall reimburse the Contractor for these charges if they are added to the invoice as a separate line item supported by the paid freight receipts. If paid receipts in support of the invoice are not obtainable, a statement as described below must be completed, signed by an authorized company representative, and attached to the invoice.

"I certify that the shipments identified below have been made, transportation charges have been paid by (company name), and paid freight or comparable receipts are not obtainable.

Contract or Order Number: NAS 9-02102

Destination: Johnson Space Center "

- g. **Sustaining Engineering** – Providing project planning (developing project plans, statusing) and Estimation (costing), requirements definitization, discrepancy Report (DR) analysis and anomaly resolution, system safety and specialty engineering (stress analysis and FMEA).

2.1.3 Logistics and Mockup Facility, 920L

The 920L Logistics and Mockup Facility, located in the SCTF, contains machine, wood shop tools and supporting equipment. The Contractor may use the LMF to maintain repair and upgrade mockups for the NBL & SVMF. The contractor shall maintain, schedule and operate the equipment in 920L and accommodate use by other users as approved by NASA.

2.1.4 Projects

It is expected that small projects will be performed as part of the routine operations. Larger projects will occasionally be identified, however, and will be authorized separately via the indefinite delivery indefinite quantity (IDIQ) portion of the contract.

2.2 Contract Emphasis

Above all else, the facilities must be operated in a manner safe to all personnel involved. Due to the potentially hazardous nature of this training, it is imperative that safety be incorporated into every aspect of facility operations and maintenance to assure that people and property are protected.

Critical elements to the success of this contract include:

- ◆ Safety practices, programs, and records
- ◆ Cost efficient and reliable facilities available for customer use
- ◆ A proactive customer service organization that is responsive to customer needs and resolves all problems in a timely and efficient manner

Safety is of paramount importance.

3.0 SCOPE

This document describes the specific requirements for the operation of the NBL and the SVMF.

4.0 DOCUMENTS

The following documents are applicable to this contract. The current versions most

APPENDIX 3
AWARD FEE DISTRIBUTION

<u>EVALUATION PERIOD (BASIC)</u>	<u>AVAILABLE AWARD FEE</u>	<u>EARNED AWARD FEE</u>
04/01/03 - 09/30/03	\$ 739,343	\$ 635,835
10/01/03 - 03/31/04	\$ 747,445	\$ 672,701
04/01/04 - 09/30/04	\$ 764,949	\$ 688,454
10/01/04 - 03/31/05	\$ 804,949	\$708,355
04/01/05 - 09/30/05	\$ 814,742	\$774,004.90
10/01/05 - 03/31/06	\$ 900,398	
04/01/06 - 09/30/06	\$ 852,447	
10/01/06 - 03/31/07	\$ 852,446	
<u>EVALUATION PERIOD (OPTION 3)</u>		
04/01/07 - 09/30/07	\$ 858,676	
10/01/07 - 03/31/08	\$ 858,676	

AMENDMENT OF SOLICITATION/ MODIFICATION OF CONTRACT		1. CONTRACT ID CODE		PAGE OF PAGES 1 3	
2. AMENDMENT/MODIFICATION NO. 55		3. EFFECTIVE DATE See Block 16C		4. REQUISITION/PURCHASE REQ. NO. 4200143476 (Y)	
6. ISSUED BY NASA/Johnson Space Center Attn: BH/Michele H. Ladrach 2101 NASA Parkway Houston, TX 77058-3696		CODE BH4/JDT		7. ADMINISTERED BY (If other than Item 6) See Block 6	

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and ZIP Code)

Raytheon Technical Services Company
Attn: Cheryl Jones, Contracts Manager
Bay Terrace II
555 Forge River Road Suite 120
Webster, TX 77598-4357

CODE		FACILITY CODE	
(X)	9A. AMENDMENT OF SOLICITATION NO.	9B. DATED (SEE ITEM 11)	
X	10A. MODIFICATION OF CONTRACT/ORDER NO. NAS 9-02102	10B. DATED (SEE ITEM 13) 2/3/03	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended, ☐ is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and returning ☐ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer Submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required) 4200143476 Total Obligation: \$5,800,000

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS.
IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.(x)

(x)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
X	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b). FAR 52-232-22, Limitation of Funds & Clause B.4. CONTRACT FUNDING
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	d. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor ☒ is not, ☐ is required to sign this document and return _____ copies to the issuing office.

14. description of amendment/modification (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

The purpose of this modification is to: a) modify Clause B.4, CONTRACT FUNDING; a) increase contract funding by \$5,800,000 from \$60,813,442.33 to \$66,613,442.33.

Replacement page is attached. Changes have been vertically bar-marked.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Cynthia W, Maclean, Contracting Officer	
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY (Signature of Contracting Officer)	16C. DATE SIGNED

Funding Recapitulation

	53	Additional Funding Mod 55	TOTAL
Cost	\$ 56,457,601.26	\$ 5,345,622.12	\$ 61,803,223.38
	\$ 4,355,841.07	\$ 454,377.88	\$ 4,810,218.95
Total	\$ 60,813,442.33	\$ 5,800,000.00	\$ 66,613,442.33

B.4 CONTRACT FUNDING. (NFS 1852.232-81)(JUNE 1990)

(a.) For purposes of payment of cost, exclusive of fee, in accordance with the Limitation of Funds clause, the total amount allotted by the Government to this contract is **\$61,803,223.38**. This allotment is for [Insert applicable item number(s), task(s), or work description] and covers the following estimated period of performance: **June 16, 2006**.

(b.) An additional amount of **\$4,810,218.95** is obligated under this contract for payment of fee.

(End-of-Clause)

B.5 MINIMUM AND MAXIMUM INDEFINITE DELIVERY, INDEFINITE QUANTITY (IDIQ) CONTRACT VALUE

The guaranteed minimum quantity of work which will be required under this contract, and which will be initiated through the issuance of task orders, shall be \$10,000. There will be no further obligation on the part of the Government to issue additional task orders thereafter. The total maximum value is \$2.4 million for the 2-year period of performance. If additional performance terms are awarded, the maximum value for IDIQ work will increase by \$1,200,000 per year.

B.6 INDEFINITE QUANTITY WORK – UNIT PRICED RATE

Work that is of a nonrecurring nature and cannot be sufficiently identified, predetermined, or quantified in advance is identified as IDIQ work. The IDIQ work the Government currently anticipates is identified in Section C.5.10 of the Statement of Work. IDIQ work will be issued as Task Orders/Delivery Orders. The Contracting Officer will request a proposal from the contractor when the requirement can be defined well enough to price the effort. The contractor's proposal shall be based on the unit priced rates identified below, reasonable labor hours and material dollars and other direct costs (ODC). The price of the Task Order (including profit for Task Orders) shall be negotiated between the Contractor and the Contracting Officer. IDIQ work may be issued by facsimile, or by electronic commerce methods. IDIQ work shall be ordered in accordance with clauses entitled "Ordering," "Order Limitations," and "Indefinite

AMENDMENT OF SOLICITATION/ MODIFICATION OF CONTRACT		1. CONTRACT ID CODE		PAGE OF PAGES 1 4	
2. AMENDMENT/MODIFICATION NO. 56		3. EFFECTIVE DATE See Block 16C		4. REQUISITION/PURCHASE REQ. NO. 4200143636 (Y)	
6. ISSUED BY CODE		BH4/JDT		5. PROJECT NO. (If applicable)	
		7. ADMINISTERED BY (If other than Item 6)		CODE	

NASA/Johnson Space Center
Attn: BH/Michele H. Ladrach
2101 NASA Parkway
Houston, TX 77058-3696

See Block 6

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and ZIP Code)

Raytheon Technical Services Company
Attn: Cheryl Jones, Contracts Manager
Bay Terrace II
555 Forge River Road Suite 120
Webster, TX 77598-4357

CODE	FACILITY CODE
(X) 9A. AMENDMENT OF SOLICITATION NO.	9B. DATED (SEE ITEM 11)
X 10A. MODIFICATION OF CONTRACT/ORDER NO. NAS 9-02102	10B. DATED (SEE ITEM 13) 2/3/03

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended, ☐ is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and returning ☐ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer Submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required) 4200143636 Total Obligation: \$50,000

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS,
IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.(X)

(X)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
X	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b). FAR 52-232-22, Limitation of Funds & Clause B.4. CONTRACT FUNDING
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	d. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor ☒ is not, ☐ is required to sign this document and return _____ copies to the issuing office.

14. description of amendment/modification (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

The purpose of this modification is to: a) replace in its entirety the chart in section B.3 entitled "Estimated Cost and Fee for the Indefinite Delivery/Indefinite Quantity Requirements of the Contract", with the chart that reflects the current status of Indefinite Delivery/Indefinite Quantity delivery orders, and b) modify Clause B.4, CONTRACT FUNDING and increase contract funding by \$50,000 from \$66,613,442.33 to \$66,663,442.33. The replacement pages are attached. Changes have been bolded and bar marked.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Cynthia W, Maclean, Contracting Officer	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY	16C. DATE SIGNED
(Signature of person authorized to sign)		(Signature of Contracting Officer)	

B.3. ESTIMATED COST AND FEE FOR THE INDEFINITE DELIVERY/INDEFINITE QUANTITY REQUIREMENTS OF THE CONTRACT (CONTINUED)

PERIOD COVERED	IDIQ Order Number	Rev. No.	Estimated Cost	Fixed Fee	Total Order Value
04/01/03 - 06/01/03	901	-	\$ 100,000	\$ -	\$ -
05/12/03 - 06/01/03	901	1	\$ 150,000	\$ -	\$ -
06/17/03 - 09/30/03	901	2	\$ 285,898	\$ 22,872	\$ 308,769
05/28/03 - 07/30/03	902	-	\$ 108,263	\$ 8,661	\$ 116,924
05/28/03 - 07/30/03	902	1	\$ 12,526	\$ -	\$ 12,526
06/20/03 - 09/19/03	903	-	\$ 120,263	\$ 9,621	\$ 129,884
06/20/03 - 12/19/03	904	-	\$ 164,059	\$ 13,125	\$ 177,183
06/20/03 - 05/21/04	904	1	\$ 66,077	\$ 5,286	\$ 71,363
12/22/03 - 05/15/04	905	-	\$ 140,698	\$ 11,256	\$ 151,954
12/22/03 - 05/21/04	905	1	\$ 23,665	\$ 1,893	\$ 25,558
12/22/03-7/02/04	905	2	\$ 12,888	\$ 1,031	\$ 13,919
01/16/04 - 09/31/04	906	-	\$ 122,234	\$ 9,779	\$ 132,012
03/01/03 - 07/30/04	907	-	\$ 333,023	\$ 26,642	\$ 359,665
05/15/04 - 02/02/05	908	-	\$ 367,996	\$ 29,440	\$ 397,436
5/15/04-2/18/05	908	1	\$ 107,834	\$ 8,627	\$ 116,461
05/14/04 - 09/28/04	909	-	\$ 215,416	\$ 17,233	\$ 232,649
4/13/05-9/30/05	909	1	\$ 55,063	\$ 4,405	\$ 59,468
4/13/05-12/31/05	909	2	\$ 82,521	\$ 6,602	\$ 89,123
5/20/04-03/01/05	910	-	\$ 95,988	\$ 7,679	\$ 103,667
7/23/04-9/23/04	911	-	\$ 156,961	\$ 12,557	\$ 169,518
7/30/04-4/18/05	912	-	\$ 174,450	\$ 13,956	\$ 188,406
5/27/05-9/06/05	913		\$ 502,026	\$ 40,162	\$ 542,188
6/29/05-9/23/05	913	1	\$ 16,818	\$ 1,345	\$ 18,163
7/20/2005-9/9/05	914		\$ 146,959	\$ 11,757	\$ 158,716
12/16/05-9/15/06	915		\$ 345,185	\$ 27,615	\$ 372,800
12/16/05-9/7/06	916		\$ 183,161	\$ 14,653	\$ 197,814
2/1/06-9/12/06	917		\$ 364,063	\$ 29,125	\$ 393,188
2/1/06-9/14/06	918		\$ 290,332	\$ 23,227	\$ 313,559
				TOTAL	\$ 4,852,913

TO BE COMPLETED AS ORDERS/MODIFICATIONS ARE ISSUED

Funding Recapitulation

	55	Additional Funding Mod 56	TOTAL
Cost	\$ 61,803,223.38	\$ 46,082.95	\$ 61,849,306.33
	\$ 4,810,218.95	\$ 3,917.05	\$ 4,814,136.00
Total	\$ 66,613,442.33	\$ 50,000.00	\$ 66,663,442.33

B.4 CONTRACT FUNDING. (NFS 1852.232-81)(JUNE 1990)

(a.) For purposes of payment of cost, exclusive of fee, in accordance with the Limitation of Funds clause, the total amount allotted by the Government to this contract is **\$61,849,306.33**. This allotment is for [Insert applicable item number(s), task(s), or work description] and covers the following estimated period of performance: **June 16, 2006**.

(b.) An additional amount of **\$4,814,136.00** is obligated under this contract for payment of fee.

(End-of-Clause)

B.5 MINIMUM AND MAXIMUM INDEFINITE DELIVERY, INDEFINITE QUANTITY (IDIQ) CONTRACT VALUE

The guaranteed minimum quantity of work which will be required under this contract, and which will be initiated through the issuance of task orders, shall be \$10,000. There will be no further obligation on the part of the Government to issue additional task orders thereafter. The total maximum value is \$2.4 million for the 2-year period of performance. If additional performance terms are awarded, the maximum value for IDIQ work will increase by \$1,200,000 per year.

B.6 INDEFINITE QUANTITY WORK – UNIT PRICED RATE

Work that is of a nonrecurring nature and cannot be sufficiently identified, predetermined, or quantified in advance is identified as IDIQ work. The IDIQ work the Government currently anticipates is identified in Section C.5.10 of the Statement of Work. IDIQ work will be issued as Task Orders/Delivery Orders. The Contracting Officer will request a proposal from the contractor when the requirement can be defined well enough to price the effort. The contractor's proposal shall be based on the unit priced rates identified below, reasonable labor hours and material dollars and other direct costs (ODC). The price of the Task Order (including profit for Task Orders) shall be negotiated between the Contractor and the Contracting Officer. IDIQ work may be issued by facsimile, or by electronic commerce methods. IDIQ work shall be ordered in accordance with clauses entitled "Ordering," "Order Limitations," and "Indefinite

AMENDMENT OF SOLICITATION/ MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 6
2. AMENDMENT/MODIFICATION NO. 57	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. N/A	5. PROJECT NO. (If applicable)
6. ISSUED BY NASA/Johnson Space Center Attn: BH/Cynthia W. Maclean 2101 NASA Parkway Houston, TX 77058-3696	CODE BH/	7. ADMINISTERED BY (If other than Item 6)	CODE See Block 6

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and ZIP Code)

Raytheon Technical Services Company
Attn: Cheryl Jones, Contracts Manager
Bay Terrace II
555 Forge River Road Suite 120
Webster, TX 77598-4357

CODE (X)	9A. AMENDMENT OF SOLICITATION NO.	FACILITY CODE 9B. DATED (SEE ITEM 11)
X	10A. MODIFICATION OF CONTRACT/ORDER NO. NAS 9-02102	10B. DATED (SEE ITEM 13) 2/3/03

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended, ☐ is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and returning ☐ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer Submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required) N/A

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS,
IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.(x)

(x)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
X	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: 52.243-2, Changes - Cost Reimbursement
	d. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor ☐ is not, ☒ is required to sign this document and return 3 copies to the issuing office.

14. description of amendment/modification (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

See Page 2

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Cynthia W. Maclean, Contracting Officer	
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY (Signature of Contracting Officer)	16C. DATE SIGNED

The purpose of this Modification is to reflect the negotiation of proposal NBL-CDJ-59, Space Vehicle Mockup Facility (SVMF) extended hours modification. This modification is agreed to be a complete and equitable adjustment for the contractor's proposal dated February 6, 2006, as well as any other proposal updates. The contractor hereby releases the Government from any and all liability under this contract for further equitable adjustment attributable to such factors and/or circumstances giving rise to proposal NBL-CDJ-59 as well as all contract changes made in this modification.

Replacement pages are hereby incorporated into the contract. Changes have been bolded and bar marked.

Contract Value Reconciliation

(Does not include IDIQ)

Basic Reconciliation			
(Includes Exercised Options 1 & 2)	Prior to Mod 57	Mod 57	Revised Total
Estimated Cost	\$70,735,688	\$401,768	\$71,137,456
Maximum Available Award Fee	\$6,476,718	\$38,168	\$6,514,886
Cost Plus Award Fee	\$77,212,406	\$439,936	\$77,652,342

Option 3, Clause F.6-3 Reconciliation	Prior to Mod 57	Mod 57	Revised Total
Estimated Cost	\$88,813,099	\$299,524	\$89,112,623
Maximum Available Award Fee	\$8,194,070	\$28,455	\$8,222,525
Cost Plus Award Fee	\$97,007,169	\$327,979	\$97,335,148

Award Fee Reconciliation

Evaluation Period	Prior to Mod 57	Mod 57	Revised Total
Basic			
04/01/03-09/30/03 (Earned)	\$635,835	\$0	
10/01/03-03/31/04 (Earned)	\$672,701	\$0	
04/01/04-09/31/04 (Earned)	\$688,454	\$0	
10/01/04-03/31/05 (Earned)	\$708,355	\$0	
04/01/05-09/31/05 (Earned)	\$774,005	\$0	
10/01/05-03/31/06 (Available)	\$900,398	\$12,723	\$913,121
04/01/06 - 09/30/06 (Available)	\$852,447	\$12,723	\$865,169
10/01/06 - 03/31/07 (Available)	\$852,446	\$12,722	\$865,169
Option 3			
04/01/07 - 09/30/07 (Available)	\$858,676	\$14,228	\$872,904
10/01/07 - 03/31/08 (Available)	\$858,676	\$14,227	\$872,903

PART I - THE SCHEDULE

SECTION B - SUPPLIES OR SERVICES AND PRICE/COSTS

B.1 SUPPLIES AND/OR SERVICES TO BE FURNISHED

The contractor shall provide all resources and services (except as may be expressly stated in this contract as furnished by the Government) necessary to operate, maintain, and provide sustaining engineering for the Neutral Buoyancy Laboratory, the Space Vehicle Mockup Facility, and 920L, the Logistics and Mockup Facility, in accordance with the Work Statement in Section C.

This is a performance based, cost reimbursable type of contract. The contract performance will be measured in accordance with the award fee evaluation plan discussed elsewhere in the schedule.

(a.) This contract contains a cost plus award fee (CPAF) core requirement and a cost plus fixed fee (CPFF) indefinite delivery/indefinite quantity (IDIQ) portion.

(b.) All efforts set forth in the Work Statement are Cost Plus Award Fee core portion of this contract, with the exception of Work Statement paragraph C.5.10. Work Statement paragraph C.5.10 is the IDIQ portion of the contract.

(c.) Work Statement paragraph C. 5.10 will be covered by terms and condition of an IDIQ type contract.

(End of clause)

B.2 ESTIMATED COST AND AWARD FEE. (1852.216-85) (SEP 1993)*

The estimated cost of this contract is **\$77,652,342**. The maximum available award fee, excluding base fee, if any, is **\$ 6,514,886**. The base fee is **\$ 0**. Total estimated cost, base fee, and maximum award fee are **\$ 77,652,342**.

(End-of-Clause)

*This clause applies to the core work statement, excluding SOW Paragraph 5.10.

B.3. ESTIMATED COST AND FEE FOR THE INDEFINITE DELIVERY/INDEFINITE QUANTITY REQUIREMENTS OF THE CONTRACT.

(a.) Total estimated cost of the IDIQ section of the contract is not to exceed (NTE) **\$8,800,000**. See task order procedures.

(b.) Breakout of estimated cost, fixed fee earned by Task/Delivery Order is as follows:

(d.) Section I, page I-2, 52.222-2 "PAYMENT FOR OVERTIME PREMIUMS" shall be modified to change the overtime premium cost not to exceed amount to \$ 0.

OPTION F.6-3 (12 MONTHS)

(a.) B.2 entitled, "ESTIMATED COST, AWARD FEE" shall be modified to read:

"The estimated cost of this contract is \$ **89,514,391**. The maximum available award fee, excluding base fee, if any, is \$ **8,260,691**. The base fee is \$ **0**. Total estimated cost, base fee, and maximum award fee are \$ **97,775,082**. "

(b.) B.3 entitled, "Estimated Cost and Fee for the indefinite delivery/indefinite quantity requirements of the contract." Modified to read:

"(a) Total estimated cost of the IDIQ section of the contract is
NTE \$ 10,000,000. See task order procedures."

(c.) F.3 entitled, "Completion of Work" shall be modified to change the end date of the period of performance for SOW from March 31, 2007 to March 31, 2008.

(d.) Section I, page I-2, 52.222-2 "PAYMENT FOR OVERTIME PREMIUMS" shall be modified to change the overtime premium cost not to exceed amount to \$ 0.

F.7 BILLS OF LADING. (1852.247-73) (JUNE 2002)

The purpose of this clause is to define when a commercial bill of lading or a government bill of lading is to be used when shipments of deliverable items under this contract are f.o.b. origin.

(a) Commercial Bills of Lading. All domestic shipments shall be made via commercial bills of lading (CBLs). The Contractor shall prepay domestic transportation charges. The Government shall reimburse the Contractor for these charges if they are added to the invoice as a separate line item supported by the paid freight receipts. If paid receipts in support of the invoice are not obtainable, a statement as described below must be completed, signed by an authorized company representative, and attached to the invoice.

"I certify that the shipments identified below have been made, transportation charges have been paid by (company name), and paid freight or comparable receipts are not obtainable.

Contract or Order Number: NAS 9-02102

Destination: Johnson Space Center "

APPENDIX 3
AWARD FEE DISTRIBUTION

<u>EVALUATION PERIOD (BASIC)</u>	<u>AVAILABLE AWARD FEE</u>	<u>EARNED AWARD FEE</u>
04/01/03 - 09/30/03	\$ 739,343	\$ 635,835
10/01/03 - 03/31/04	\$ 747,445	\$ 672,701
04/01/04 - 09/30/04	\$ 764,949	\$ 688,454
10/01/04 - 03/31/05	\$ 804,949	\$708,355
04/01/05 - 09/30/05	\$ 814,742	\$774,004.90
10/01/05 - 03/31/06	\$ 913,121	
04/01/06 - 09/30/06	\$ 865,169	
10/01/06 - 03/31/07	\$ 865,169	
<u>EVALUATION PERIOD (OPTION 3)</u>		
04/01/07 - 09/30/07	\$ 872,904	
10/01/07 - 03/31/08	\$ 872,903	

AMENDMENT OF SOLICITATION/ MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 16
2. AMENDMENT/MODIFICATION NO. 58	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. N/A	5. PROJECT NO. (If applicable)
6. ISSUED BY NASA/Johnson Space Center Attn: BH/Cynthia W. Maclean 2101 NASA Parkway Houston, TX 77058-3696	CODE BH	7. ADMINISTERED BY (If other than Item 6)	CODE

See Block 6

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and ZIP Code)

Raytheon Technical Services Company
Attn: Cheryl Jones, Contracts Manager
Bay Terrace II
555 Forge River Road Suite 120
Webster, TX 77598-4357

CODE	FACILITY CODE
(X) 9A. AMENDMENT OF SOLICITATION NO.	9B. DATED (SEE ITEM 11)
X 10A. MODIFICATION OF CONTRACT/ORDER NO. NAS 9-02102	10B. DATED (SEE ITEM 13) 2/3/03

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended, ☐ is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and returning ☐ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer Submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required) N/A

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.(x)

(X)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
X	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	d. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor ☒ is not, ☐ is required to sign this document and return _____ copies to the issuing office.

14. description of amendment/modification (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

The purpose of this modification is to; a) replace in its entirety the chart in section B.3 entitled "Estimated Cost and Fee for the Indefinite Delivery/Indefinite Quantity Requirements of the Contract", with the chart that reflects the current status of Indefinite Delivery/Indefinite Quantity delivery orders, and b) incorporate the current Department of Labor (DOL) Wage Determination into the contract. The effective date of the DOL Wage Determination is April 1, 2006. Section of J-5 of the contract is replaced with the attached Wage Determination 1994-2516 (R26), dated May 23, 2005.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Cynthia W. Maclean, Contracting Officer	
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY (Signature of Contracting Officer)	16C. DATE SIGNED

PERIOD COVERED	IDIQ Order Number	Rev. No.	Estimated Cost	Fixed Fee	Total Order Value
04/01/03 - 06/01/03	901	-	\$ 100,000	\$ -	\$ -
05/12/03 - 06/01/03	901	1	\$ 150,000	\$ -	\$ -
06/17/03 - 09/30/03	901	2	\$ 285,898	\$ 22,872	\$ 308,769
05/28/03 - 07/30/03	902	-	\$ 108,263	\$ 8,661	\$ 116,924
05/28/03 - 07/30/03	902	1	\$ 12,526	\$ -	\$ 12,526
06/20/03 - 09/19/03	903	-	\$ 120,263	\$ 9,621	\$ 129,884
06/20/03 - 12/19/03	904	-	\$ 164,059	\$ 13,125	\$ 177,183
06/20/03 - 05/21/04	904	1	\$ 66,077	\$ 5,286	\$ 71,363
12/22/03 - 05/15/04	905	-	\$ 140,698	\$ 11,256	\$ 151,954
12/22/03 - 05/21/04	905	1	\$ 23,665	\$ 1,893	\$ 25,558
12/22/03-7/02/04	905	2	\$ 12,888	\$ 1,031	\$ 13,919
01/16/04 - 09/31/04	906	-	\$ 122,234	\$ 9,779	\$ 132,012
03/01/03 - 07/30/04	907	-	\$ 333,023	\$ 26,642	\$ 359,665
05/15/04 - 02/02/05	908	-	\$ 367,996	\$ 29,440	\$ 397,436
5/15/04-2/18/05	908	1	\$ 107,834	\$ 8,627	\$ 116,461
05/14/04 - 09/28/04	909	-	\$ 215,416	\$ 17,233	\$ 232,649
4/13/05-9/30/05	909	1	\$ 55,063	\$ 4,405	\$ 59,468
4/13/05-12/31/05	909	2	\$ 82,521	\$ 6,602	\$ 89,123
5/20/04-03/01/05	910	-	\$ 95,988	\$ 7,679	\$ 103,667
7/23/04-9/23/04	911	-	\$ 156,961	\$ 12,557	\$ 169,518
7/30/04-4/18/05	912	-	\$ 174,450	\$ 13,956	\$ 188,406
5/27/05-9/06/05	913		\$ 502,026	\$ 40,162	\$ 542,188
6/29/05-9/23/05	913	1	\$ 16,818	\$ 1,345	\$ 18,163
7/20/2005-9/9/05	914		\$ 146,959	\$ 11,757	\$ 158,716
12/16/05-9/15/06	915		\$ 345,185	\$ 27,615	\$ 372,800
12/16/05-9/7/06	916		\$ 183,161	\$ 14,653	\$ 197,814
2/1/06-9/7/06	916	1	\$ (4,214)	\$ (337)	\$ (4,551)
2/1/06-9/12/06	917		\$ 364,063	\$ 29,125	\$ 393,188
2/1/06-9/14/06	918		\$ 290,332	\$ 23,227	\$ 313,559
2/10/06-8/27/06	919		\$ 172,513	\$ 13,801	\$ 186,314
				TOTAL	\$ 5,034,676

STANDARD FORM 98

January 1996

**NOTICE OF INTENTION TO MAKE
A SERVICE CONTRACT AND RESPONSE TO NOTICE**

U.S. DEPARTMENT OF LABOR
EMPLOYMENT STANDARDS
ADMINISTRATION

(See Instructions on Reverse)

1. NOTICE NO.

41573

(Memorandum)

NAS 9-02102

Modification 58

MAIL TO:

Administrator

Wage and Hour Division

U.S. Department of Labor

Washington, DC 20210

2. Estimated solicitation date *(use numerals)*

Month

Day

Year

3. Estimated date bids or proposals to be opened

or negotiations begun *(use numerals)*

Month

Day

Year

4. Date contract performance to begin *(use numerals)*
Extension

Month

04

Day

01

Year

06

5. PLACE(S) OF PERFORMANCE

HARRIS COUNTY, TX6. SERVICES TO BE PERFORMED *(describe)*

IV: Neutral Buoyancy Lab/Space Vehicle Mockup Facility Operations

WD Period: 04/01/06 to 03/31/07

NAS 9-02102

7. INFORMATION ABOUT PERFORMANCE

A. ☐ Services now performed by a contractorB. ☐ Services now performed by Federal employeesC. ☐ Services not presently being performed

8. IF BOX A IN ITEM 7 IS MARKED, COMPLETE ITEM 8 AS APPLICABLE

a. Name and address of incumbent contractor

Raytheon Technical Services Co., LLC

2224 Bay Area Blvd.

Houston, TX 77058

b. Number(s) of any wage determination(s) in incumbent's contract

WD 94-2516

c. Name(s) of union(s) if services are being performed under collective bargaining agreement(s). **Important:** Attach copies of current applicable collective bargaining agreements

None

RESPONSE TO NOTICE*(by Department of Labor)*A. ☒ The attached wage determination(s) listed below apply to procurement.
94-2516 Rev 26B. ☐ As of this date, no wage determination applicable to the specified locality and classes of employees is in effect.C. ☐ From information supplied, the Service Contract Act does not apply *(see attached explanation)*.D. ☐ Notice returned for additional information *(see attached explanation)*

9. OFFICIAL SUBMITTING NOTICE

SIGNED:

Original signed by

DATE

02/15/06

TYPE OR PRINT NAME

Connie R. Pritchard

Contract Labor Relations Officer

TELEPHONE NO.

281-483-4121

10. TYPE OR PRINT NAME AND TITLE OF PERSON TO WHOM RESPONSE IS TO BE SENT

AND NAME AND ADDRESS OF DEPARTMENT OR AGENCY, BUREAU, DIVISION, ETC.

NASA Johnson Space Center

Connie R. Pritchard, Mail Code BA2

Signed: _____

**2101 NASA Parkway
Houston, TX 77058**

(U.S. Department of Labor)

98-103

(Date)

COMPUTER-
GENERATED

1/96

STANDARD FORM 98a February 1973 U.S. DEPARTMENT OF LABOR Employment Standards Administration	NOTICE OF INTENTION TO MAKE A SERVICE CONTRACT AND RESPONSE TO NOTICE (Attachment A)		11. Notice No. NASA 41573
12. CLASSES OF SERVICE EMPLOYEES TO BE EMPLOYED ON CONTRACT Harris County, TX; 94-2516, Occupations included in "DOL Directory"		13. NUMBER OF EMPLOYEES IN EACH CLASS	14. HOURLY WAGE RATE THAT WOULD BE PAID IF FEDERALLY EMPLOYED
Computer Systems Analyst, I		2	GS-9 \$23.12
Computer Programmer, I		1	GS-5 \$15.26
Computer Programmer, II		1	GS-7 \$18.90
Drafter, II		4	GS-4 \$13.64
Drafter, III		2	GS-5 \$15.26
Drafter, IV		1	GS-7 \$18.90
Engineering Technician, I		5	GS-3 \$12.15
Engineering Technician, II		9	GS-4 \$13.64
Engineering Technician, III		27	GS-5 \$15.26
Engineering Technician, IV		4	GS-7 \$18.90
Secretary, I		2	GS-4 \$13.64
Secretary, II		5	GS-5 \$15.26
Secretary, III		5	GS-6 \$17.01
General Clerk, III		2	GS-3 \$12.15
General Clerk, IV		3	GS-4 \$13.64
Production Control Clerk		4	GS-6 \$17.01
Machinists, Maintenance		8	WG-10 \$22.03
Sewing Machine Operator		3	WG-6 \$17.04
Welder, Combination, Maintenance		3	WG-10 \$22.03
Forklift Operator		3	WG-5 \$15.64
Laborer		1	WG-2 \$11.44
Messenger (Courier)		1	GS-5 \$15.26
Shipping/Receiving Clerk		3	WG-4 \$14.24
Conformed Positions:			
NBL Dive Operations Specialist, I (\$16.22)		10	GS-3 \$12.15
NBL Dive Operations Specialist, II (\$17.62)		13	GS-4 \$13.64
NBL Dive Operations Specialist, III (\$20.81)		26	GS-5 \$15.26
NBL Dive Operations Specialist, IV (\$25.64)		7	GS-7 \$18.90

REGISTER OF WAGE DETERMINATIONS UNDER THE SERVICE CONTRACT ACT U.S. DEPARTMENT OF LABOR
EMPLOYMENT STANDARDS
ADMINISTRATION
WAGE AND HOUR DIVISION
WASHINGTON D.C. 20210

By direction of the Secretary of Labor

William W. Gross Division of
Director Wage Determinations

Wage Determination No.: 1994-2516
Revision No.: 26
Date of Revision: 05/23/2005

State: Texas

Area: Texas Counties of Austin, Brazoria, Chambers, Colorado, Fort Bend, Galveston, Grimes, Harris, Houston, Jackson, Lavaca, Liberty, Madison, Matagorda, Montgomery, San Jacinto, Trinity, Walker, Waller, Washington, Wharton

****Fringe Benefits Required Follow the Occupational Listing****

OCCUPATION CODE - TITLE

MINIMUM WAGE RATE

01000 - Administrative Support and Clerical Occupations

01011 - Accounting Clerk I	11.45
01012 - Accounting Clerk II	12.35
01013 - Accounting Clerk III	13.86
01014 - Accounting Clerk IV	15.29
01030 - Court Reporter	17.73
01050 - Dispatcher, Motor Vehicle	15.40
01060 - Document Preparation Clerk	12.07
01070 - Messenger (Courier)	9.87
01090 - Duplicating Machine Operator	12.07
01110 - Film/Tape Librarian	11.50
01115 - General Clerk I	9.63
01116 - General Clerk II	10.80
01117 - General Clerk III	12.97
01118 - General Clerk IV	14.88
01120 - Housing Referral Assistant	19.36
01131 - Key Entry Operator I	11.20
01132 - Key Entry Operator II	14.32
01191 - Order Clerk I	13.36
01192 - Order Clerk II	15.24
01261 - Personnel Assistant (Employment) I	12.28
01262 - Personnel Assistant (Employment) II	13.79
01263 - Personnel Assistant (Employment) III	16.50
01264 - Personnel Assistant (Employment) IV	17.63
01270 - Production Control Clerk	18.50
01290 - Rental Clerk	14.34
01300 - Scheduler, Maintenance	14.67

01311 - Secretary I	14.67
01312 - Secretary II	17.73
01313 - Secretary III	19.36
01314 - Secretary IV	22.76
01315 - Secretary V	25.57
01320 - Service Order Dispatcher	14.63
01341 - Stenographer I	12.72
01342 - Stenographer II	15.12
01400 - Supply Technician	22.76
01420 - Survey Worker (Interviewer)	15.53
01460 - Switchboard Operator-Receptionist	10.88
01510 - Test Examiner	17.73
01520 - Test Proctor	17.73
01531 - Travel Clerk I	11.56
01532 - Travel Clerk II	12.46
01533 - Travel Clerk III	13.33
01611 - Word Processor I	11.45
01612 - Word Processor II	13.79
01613 - Word Processor III	16.27

03000 - Automatic Data Processing Occupations

03010 - Computer Data Librarian	13.45
03041 - Computer Operator I	13.45
03042 - Computer Operator II	15.53
03043 - Computer Operator III	17.54
03044 - Computer Operator IV	24.69
03045 - Computer Operator V	23.90
03071 - Computer Programmer I (1)	21.12
03072 - Computer Programmer II (1)	26.16
03073 - Computer Programmer III (1)	27.62
03074 - Computer Programmer IV (1)	27.62
03101 - Computer Systems Analyst I (1)	27.41
03102 - Computer Systems Analyst II (1)	27.62
03103 - Computer Systems Analyst III (1)	27.62
03160 - Peripheral Equipment Operator	13.45

05000 - Automotive Service Occupations

05005 - Automotive Body Repairer, Fiberglass	21.26
05010 - Automotive Glass Installer	21.68
05040 - Automotive Worker	20.91
05070 - Electrician, Automotive	22.66
05100 - Mobile Equipment Servicer	19.27
05130 - Motor Equipment Metal Mechanic	24.53
05160 - Motor Equipment Metal Worker	20.91
05190 - Motor Vehicle Mechanic	24.53
05220 - Motor Vehicle Mechanic Helper	18.48
05250 - Motor Vehicle Upholstery Worker	19.84
05280 - Motor Vehicle Wrecker	20.91
05310 - Painter, Automotive	22.66

05340 - Radiator Repair Specialist	22.88
05370 - Tire Repairer	14.40
05400 - Transmission Repair Specialist	25.17
07000 - Food Preparation and Service Occupations	
(not set) - Food Service Worker	8.01
07010 - Baker	10.04
07041 - Cook I	8.65
07042 - Cook II	9.33
07070 - Dishwasher	8.11
07130 - Meat Cutter	12.36
07250 - Waiter/Waitress	7.75
09000 - Furniture Maintenance and Repair Occupations	
09010 - Electrostatic Spray Painter	16.65
09040 - Furniture Handler	11.74
09070 - Furniture Refinisher	16.09
09100 - Furniture Refinisher Helper	13.74
09110 - Furniture Repairer, Minor	15.29
09130 - Upholsterer	16.65
11030 - General Services and Support Occupations	
11030 - Cleaner, Vehicles	9.12
11060 - Elevator Operator	7.39
11090 - Gardener	12.14
11121 - House Keeping Aid I	7.27
11122 - House Keeping Aid II	7.68
11150 - Janitor	8.17
11210 - Laborer, Grounds Maintenance	9.75
11240 - Maid or Houseman	7.27
11270 - Pest Controller	12.98
11300 - Refuse Collector	9.12
11330 - Tractor Operator	11.44
11360 - Window Cleaner	8.92
12000 - Health Occupations	
12020 - Dental Assistant	14.22
12040 - Emergency Medical Technician (EMT)/Paramedic /Ambulance Driver	12.93
12071 - Licensed Practical Nurse I	14.15
12072 - Licensed Practical Nurse II	15.88
12073 - Licensed Practical Nurse III	17.10
12100 - Medical Assistant	11.91
12130 - Medical Laboratory Technician	13.90
12160 - Medical Record Clerk	13.13
12190 - Medical Record Technician	16.02
12221 - Nursing Assistant I	7.08
12222 - Nursing Assistant II	9.82
12223 - Nursing Assistant III	10.62
12224 - Nursing Assistant IV	12.40
12250 - Pharmacy Technician	13.10

12280 - Phlebotomist	13.30
12311 - Registered Nurse I	24.51
12312 - Registered Nurse II	30.20
12313 - Registered Nurse II, Specialist	32.08
12314 - Registered Nurse III	37.96
12315 - Registered Nurse III, Anesthetist	37.96
12316 - Registered Nurse IV	43.48
13000 - Information and Arts Occupations	
13002 - Audiovisual Librarian	18.40
13011 - Exhibits Specialist I	19.30
13012 - Exhibits Specialist II	24.74
13013 - Exhibits Specialist III	28.94
13041 - Illustrator I	17.60
13042 - Illustrator II	22.56
13043 - Illustrator III	26.40
13047 - Librarian	23.29
13050 - Library Technician	12.96
13071 - Photographer I	13.93
13072 - Photographer II	17.60
13073 - Photographer III	22.56
13074 - Photographer IV	26.40
13075 - Photographer V	30.06
15000 - Laundry, Dry Cleaning, Pressing and Related Occupations	
15010 - Assembler	7.98
15030 - Counter Attendant	7.98
15040 - Dry Cleaner	10.25
15070 - Finisher, Flatwork, Machine	7.98
15090 - Presser, Hand	7.98
15100 - Presser, Machine, Drycleaning	7.98
15130 - Presser, Machine, Shirts	7.98
15160 - Presser, Machine, Wearing Apparel, Laundry	7.98
15190 - Sewing Machine Operator	10.85
15220 - Tailor	11.67
15250 - Washer, Machine	8.76
19000 - Machine Tool Operation and Repair Occupations	
19010 - Machine-Tool Operator (Toolroom)	16.65
19040 - Tool and Die Maker	19.20
21000 - Material Handling and Packing Occupations	
21010 - Fuel Distribution System Operator	16.33
21020 - Material Coordinator	18.50
21030 - Material Expediter	18.50
21040 - Material Handling Laborer	12.26
21050 - Order Filler	10.53
21071 - Forklift Operator	12.84
21080 - Production Line Worker (Food Processing)	12.84
21100 - Shipping/Receiving Clerk	12.43

21130 - Shipping Packer	12.43
21140 - Store Worker I	9.57
21150 - Stock Clerk (Shelf Stocker; Store Worker II)	13.57
21210 - Tools and Parts Attendant	13.58
21400 - Warehouse Specialist	12.84
23000 - Mechanics and Maintenance and Repair Occupations	
23010 - Aircraft Mechanic	23.19
23040 - Aircraft Mechanic Helper	18.07
23050 - Aircraft Quality Control Inspector	24.21
23060 - Aircraft Servicer	20.10
23070 - Aircraft Worker	21.18
23100 - Appliance Mechanic	16.65
23120 - Bicycle Repairer	13.91
23125 - Cable Splicer	20.27
23130 - Carpenter, Maintenance	18.58
23140 - Carpet Layer	15.92
23160 - Electrician, Maintenance	25.19
23181 - Electronics Technician, Maintenance I	15.91
23182 - Electronics Technician, Maintenance II	20.59
23183 - Electronics Technician, Maintenance III	24.17
23260 - Fabric Worker	15.00
23290 - Fire Alarm System Mechanic	17.43
23310 - Fire Extinguisher Repairer	14.40
23340 - Fuel Distribution System Mechanic	19.17
23370 - General Maintenance Worker	15.46
23400 - Heating, Refrigeration and Air Conditioning Mechanic	19.17
23430 - Heavy Equipment Mechanic	17.43
23440 - Heavy Equipment Operator	17.43
23460 - Instrument Mechanic	17.47
23470 - Laborer	10.14
23500 - Locksmith	16.65
23530 - Machinery Maintenance Mechanic	19.81
23550 - Machinist, Maintenance	20.16
23580 - Maintenance Trades Helper	13.58
23640 - Millwright	19.48
23700 - Office Appliance Repairer	16.65
23740 - Painter, Aircraft	18.32
23760 - Painter, Maintenance	16.65
23790 - Pipefitter, Maintenance	19.33
23800 - Plumber, Maintenance	18.87
23820 - Pneudraulic Systems Mechanic	17.47
23850 - Rigger	17.47
23870 - Scale Mechanic	15.92
23890 - Sheet-Metal Worker, Maintenance	17.43
23910 - Small Engine Mechanic	15.92
23930 - Telecommunication Mechanic I	21.33
23931 - Telecommunication Mechanic II	22.28
23950 - Telephone Lineman	21.09

23960 - Welder, Combination, Maintenance	17.43
23965 - Well Driller	17.43
23970 - Woodcraft Worker	17.47
23980 - Woodworker	10.27
24000 - Personal Needs Occupations	
24570 - Child Care Attendant	9.68
24580 - Child Care Center Clerk	12.06
24600 - Chore Aid	6.36
24630 - Homemaker	15.41
25000 - Plant and System Operation Occupations	
25010 - Boiler Tender	21.14
25040 - Sewage Plant Operator	17.00
25070 - Stationary Engineer	21.14
25190 - Ventilation Equipment Tender	14.33
25210 - Water Treatment Plant Operator	16.65
27000 - Protective Service Occupations	
(not set) - Police Officer	21.21
27004 - Alarm Monitor	13.96
27006 - Corrections Officer	18.04
27010 - Court Security Officer	18.04
27040 - Detention Officer	18.04
27070 - Firefighter	17.70
27101 - Guard I	10.14
27102 - Guard II	17.90
28000 - Stevedoring/Longshoremen Occupations	
28010 - Blocker and Bracer	16.16
28020 - Hatch Tender	16.16
28030 - Line Handler	16.16
28040 - Stevedore I	15.12
28050 - Stevedore II	17.21
29000 - Technical Occupations	
21150 - Graphic Artist	23.11
29010 - Air Traffic Control Specialist, Center (2)	35.18
29011 - Air Traffic Control Specialist, Station (2)	24.26
29012 - Air Traffic Control Specialist, Terminal (2)	26.71
29023 - Archeological Technician I	19.34
29024 - Archeological Technician II	21.66
29025 - Archeological Technician III	26.79
29030 - Cartographic Technician	27.31
29035 - Computer Based Training (CBT) Specialist/ Instructor	25.70
29040 - Civil Engineering Technician	24.82
29061 - Drafter I	16.82
29062 - Drafter II	17.44
29063 - Drafter III	21.12

29064 - Drafter IV	26.79
29081 - Engineering Technician I	15.08
29082 - Engineering Technician II	18.74
29083 - Engineering Technician III	21.81
29084 - Engineering Technician IV	27.69
29085 - Engineering Technician V	36.15
29086 - Engineering Technician VI	41.10
29090 - Environmental Technician	24.76
29100 - Flight Simulator/Instructor (Pilot)	32.45
29160 - Instructor	23.47
29210 - Laboratory Technician	19.77
29240 - Mathematical Technician	28.04
29361 - Paralegal/Legal Assistant I	17.80
29362 - Paralegal/Legal Assistant II	21.38
29363 - Paralegal/Legal Assistant III	26.62
29364 - Paralegal/Legal Assistant IV	29.59
29390 - Photooptics Technician	26.79
29480 - Technical Writer	24.02
29491 - Unexploded Ordnance (UXO) Technician I	22.35
29492 - Unexploded Ordnance (UXO) Technician II	27.05
29493 - Unexploded Ordnance (UXO) Technician III	34.42
29494 - Unexploded (UXO) Safety Escort	22.35
29495 - Unexploded (UXO) Sweep Personnel	22.35
29620 - Weather Observer, Senior (3)	21.81
29621 - Weather Observer, Combined Upper Air and Surface Programs (3)	17.99
29622 - Weather Observer, Upper Air	17.99
31000 - Transportation/ Mobile Equipment Operation Occupations	
31030 - Bus Driver	15.48
31260 - Parking and Lot Attendant	8.34
31290 - Shuttle Bus Driver	12.67
31300 - Taxi Driver	9.00
31361 - Truckdriver, Light Truck	12.67
31362 - Truckdriver, Medium Truck	14.97
31363 - Truckdriver, Heavy Truck	16.00
31364 - Truckdriver, Tractor-Trailer	16.00
99000 - Miscellaneous Occupations	
99020 - Animal Caretaker	8.21
99030 - Cashier	9.10
99041 - Carnival Equipment Operator	9.72
99042 - Carnival Equipment Repairer	10.22
99043 - Carnival Worker	7.50
99050 - Desk Clerk	10.65
99095 - Embalmer	19.59
99300 - Lifeguard	11.75
99310 - Mortician	24.04
99350 - Park Attendant (Aide)	14.75

99400 - Photofinishing Worker (Photo Lab Tech., Darkroom Tech)	9.48
99500 - Recreation Specialist	14.74
99510 - Recycling Worker	13.45
99610 - Sales Clerk	10.85
99620 - School Crossing Guard (Crosswalk Attendant)	8.29
99630 - Sport Official	11.47
99658 - Survey Party Chief (Chief of Party)	19.92
99659 - Surveying Technician (Instr. Person/Surveyor Asst./Instr.)	17.23
99660 - Surveying Aide	13.64
99690 - Swimming Pool Operator	13.10
99720 - Vending Machine Attendant	10.91
99730 - Vending Machine Repairer	13.10
99740 - Vending Machine Repairer Helper	11.19

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: Life, accident, and health insurance plans, sick leave, pension plans, civic and personal leave, severance pay, and savings and thrift plans. Minimum employer contributions costing an average of \$2.87 per hour computed on the basis of all hours worked by service employees employed on the contract.

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 5 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

THE OCCUPATIONS WHICH HAVE PARENTHESES AFTER THEM RECEIVE THE FOLLOWING BENEFITS (as numbered):

1) Does not apply to employees employed in a bona fide executive, administrative, or professional capacity as defined and delineated in 29 CFR 541. (See CFR 4.156)

2) **APPLICABLE TO AIR TRAFFIC CONTROLLERS ONLY - NIGHT DIFFERENTIAL:** An employee is entitled to pay for all work performed between the hours of 6:00 P.M. and 6:00 A.M. at the rate of basic pay plus a night pay differential amounting to 10 percent of the rate of basic pay.

3) **WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY:** If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

HAZARDOUS PAY DIFFERENTIAL: An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving regrading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

**** UNIFORM ALLOWANCE ****

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

**** NOTES APPLYING TO THIS WAGE DETERMINATION ****

Under the policy and guidance contained in All Agency Memorandum No. 159, the Wage and Hour Division does not recognize, for section 4(c) purposes, prospective wage rates and fringe benefit provisions that are effective only upon such contingencies as "approval of Wage and Hour, issuance of a wage determination, incorporation of the wage determination in the contract, adjusting the contract price, etc." (The relevant CBA section) in the collective bargaining agreement between (the parties) contains contingency language that Wage and Hour does not recognize as reflecting "arm's length negotiation" under section 4(c) of the Act and 29 C.F.R. 5.11(a) of the regulations. This wage determination therefore reflects the actual CBA wage rates and fringe benefits paid under the predecessor contract.

Source of Occupational Title and Descriptions:

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations," Fourth Edition, January 1993, as amended by the Third Supplement, dated March 1997, unless otherwise indicated. This publication may be obtained from the Superintendent of Documents, at 202-783-3238, or by writing to the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402. Copies of specific job descriptions may also be obtained from the appropriate contracting officer.

REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE {Standard Form 1444 (SF 1444)}

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. {See Section 4.6 (C)(vi)} When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation) and computes a proposed rate).
- 2) After contract award, the contractor prepares a written report listing in order proposed classification title), a Federal grade equivalency (FGE) for each proposed classification), job description), and rationale for proposed wage rate), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.
- 5) The contracting officer transmits the Wage and Hour decision to the contractor.
- 6) The contractor informs the affected employees.

Information required by the Regulations must be submitted on SF 1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to insure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.

AMENDMENT OF SOLICITATION/ MODIFICATION OF CONTRACT		1. CONTRACT ID CODE		PAGE OF PAGES 1 3	
2. AMENDMENT/MODIFICATION NO. 59		3. EFFECTIVE DATE See Block 16C		4. REQUISITION/PURCHASE REQ. NO. 4200151546 (Y) 4200151547(Y)	
6. ISSUED BY CODE		BH2/JEH		5. PROJECT NO. (If applicable)	
NASA/Johnson Space Center Attn: BH/Michele H. Ladrach 2101 NASA Parkway Houston, TX 77058-3696		7. ADMINISTERED BY (If other than Item 6) CODE		See Block 6	

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and ZIP Code)

Raytheon Technical Services Company
Attn: Cheryl Jones, Contracts Manager
Bay Terrace II
555 Forge River Road Suite 120
Webster, TX 77598-4357

CODE	FACILITY CODE	
(x)	9A. AMENDMENT OF SOLICITATION NO.	9B. DATED (SEE ITEM 11)
X	10A. MODIFICATION OF CONTRACT/ORDER NO. NAS 9-02102	10B. DATED (SEE ITEM 13) 2/3/03

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended, ☐ is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and returning ☐ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer Submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required) 4200151546 \$4,250,000 4200151547 \$190,000 Total Obligation: \$4,440,000

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS,
IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.(x)

(x)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
X	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b). FAR 52-232-22, Limitation of Funds & Clause B.4. CONTRACT FUNDING
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	d. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor ☒ is not, ☐ is required to sign this document and return _____ copies to the issuing office.

14. description of amendment/modification (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

The purpose of this modification is to modify Clause B.4, CONTRACT FUNDING and increase contract funding by \$4,440,000 from \$66,663,442.33 to \$71,103,442.33. The replacement pages are attached. Changes have been bolded and bar marked.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Cynthia W, Maclean, Contracting Officer	
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY (Signature of Contracting Officer)	16C. DATE SIGNED

Funding Recapitulation

	Mod 56	Additional Funding Mod 59	TOTAL
Cost	\$ 61,849,306.33	\$ 4,092,165.90	\$ 65,941,472.23
	\$ 4,814,136.00	\$ 347,834.10	\$ 5,161,970.10
Total	\$ 66,663,442.33	\$ 4,440,000.00	\$ 71,103,442.33

B.4 CONTRACT FUNDING. (NFS 1852.232-81)(JUNE 1990)

(a.) For purposes of payment of cost, exclusive of fee, in accordance with the Limitation of Funds clause, the total amount allotted by the Government to this contract is **\$65,941,472.23**. This allotment is for [Insert applicable item number(s), task(s), or work description] and covers the following estimated period of performance: **September 13, 2006**.

(b.) An additional amount of **\$5,161,970.10** is obligated under this contract for payment of fee.

(End-of-Clause)

B.5 MINIMUM AND MAXIMUM INDEFINITE DELIVERY, INDEFINITE QUANTITY (IDIQ) CONTRACT VALUE

The guaranteed minimum quantity of work which will be required under this contract, and which will be initiated through the issuance of task orders, shall be \$10,000. There will be no further obligation on the part of the Government to issue additional task orders thereafter. The total maximum value is \$2.4 million for the 2-year period of performance. If additional performance terms are awarded, the maximum value for IDIQ work will increase by \$1,200,000 per year.

B.6 INDEFINITE QUANTITY WORK – UNIT PRICED RATE

Work that is of a nonrecurring nature and cannot be sufficiently identified, predetermined, or quantified in advance is identified as IDIQ work. The IDIQ work the Government currently anticipates is identified in Section C.5.10 of the Statement of Work. IDIQ work will be issued as Task Orders/Delivery Orders. The Contracting Officer will request a proposal from the contractor when the requirement can be defined well enough to price the effort. The contractor's proposal shall be based on the unit priced rates identified below, reasonable labor hours and material dollars and other direct costs (ODC). The price of the Task Order (including profit for Task Orders) shall be negotiated between the Contractor and the Contracting Officer. IDIQ work may be issued by facsimile, or by electronic commerce methods. IDIQ work shall be ordered in accordance with clauses entitled "Ordering," "Order Limitations," and "Indefinite

AMENDMENT OF SOLICITATION/ MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 4
2. AMENDMENT/MODIFICATION NO. 60	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. N/A	5. PROJECT NO. (If applicable)
6. ISSUED BY CODE	BH/JEH	7. ADMINISTERED BY (If other than Item 6)	CODE

NASA/Johnson Space Center
Attn: BH/Cynthia W. Maclean
2101 NASA Parkway
Houston, TX 77058-3696

See Block 6

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and ZIP Code)

Raytheon Technical Services Company
Attn: Cheryl Jones, Contracts Manager
Bay Terrace II
555 Forge River Road Suite 120
Webster, TX 77598-4357

CODE	FACILITY CODE
(X) 9A. AMENDMENT OF SOLICITATION NO.	9B. DATED (SEE ITEM 11)
X 10A. MODIFICATION OF CONTRACT/ORDER NO. NAS 9-02102	10B. DATED (SEE ITEM 13) 2/3/03

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended, ☐ is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and returning ☐ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer Submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required) N/A

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS,
IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.(x)

(x)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
X	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: 52.243-2, Changes - Cost Reimbursement
	d. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor ☐ is not, ☒ is required to sign this document and return _____ copies to the issuing office.

14. description of amendment/modification (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

The purpose of this modification is correct administrative errors made in a previous modification and to update clause H.6. Workload Sizing Data. See attached replacement pages. Changes have been vertically bar-marked.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Cynthia W. Maclean, Contracting Officer	
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY (Signature of Contracting Officer)	16C. DATE SIGNED

The purpose of this Modification is to reflect the negotiation of proposal NBL-CDJ-59, Space Vehicle Mockup Facility (SVMF) extended hours modification. This modification is agreed to be a complete and equitable adjustment for the contractor's proposal dated February 6, 2006, as well as any other proposal updates. The contractor hereby releases the Government from any and all liability under this contract for further equitable adjustment attributable to such factors and/or circumstances giving rise to proposal NBL-CDJ-59 as well as all contract changes made in this modification.

Replacement pages are hereby incorporated into the contract. Changes have been bolded and bar marked.

Contract Value Reconciliation

(Does not include IDIQ)

Basic Reconciliation			
(Includes Exercised Options 1 & 2)	Prior to Mod 57	Mod 57	Revised Total
Estimated Cost	\$70,735,688	\$401,768	\$71,137,456
Maximum Available Award Fee	\$6,476,718	\$38,168	\$6,514,886
Cost Plus Award Fee	\$77,212,406	\$439,936	\$77,652,342

Option 3, Clause F.6-3 Reconciliation	Prior to Mod 57	Mod 57 Basic	Mod 57	Revised Total
Estimated Cost	\$88,813,099	\$401,768	\$299,524	\$89,514,391
Maximum Available Award Fee	\$8,194,070	\$38,167	\$28,454	\$8,260,691
Cost Plus Award Fee	\$97,007,169	\$439,935	\$327,978	\$97,775,082

PART I - THE SCHEDULE

SECTION B - SUPPLIES OR SERVICES AND PRICE/COSTS

B.1 SUPPLIES AND/OR SERVICES TO BE FURNISHED

The contractor shall provide all resources and services (except as may be expressly stated in this contract as furnished by the Government) necessary to operate, maintain, and provide sustaining engineering for the Neutral Buoyancy Laboratory, the Space Vehicle Mockup Facility, and 920L, the Logistics and Mockup Facility, in accordance with the Work Statement in Section C.

This is a performance based, cost reimbursable type of contract. The contract performance will be measured in accordance with the award fee evaluation plan discussed elsewhere in the schedule.

(a.) This contract contains a cost plus award fee (CPAF) core requirement and a cost plus fixed fee (CPFF) indefinite delivery/indefinite quantity (IDIQ) portion.

(b.) All efforts set forth in the Work Statement are Cost Plus Award Fee core portion of this contract, with the exception of Work Statement paragraph C.5.10. Work Statement paragraph C.5.10 is the IDIQ portion of the contract.

(c.) Work Statement paragraph C. 5.10 will be covered by terms and condition of an IDIQ type contract.

(End of clause)

B.2 ESTIMATED COST AND AWARD FEE. (1852.216-85) (SEP 1993)*

The estimated cost of this contract is **\$71,137,456**. The maximum available award fee, excluding base fee, if any, is **\$ 6,514,886**. The base fee is **\$ 0**. Total estimated cost, base fee, and maximum award fee are **\$ 77,652,342**.

(End-of-Clause)

*This clause applies to the core work statement, excluding SOW Paragraph 5.10.

B.3. ESTIMATED COST AND FEE FOR THE INDEFINITE DELIVERY//INDEFINITE QUANTITY REQUIREMENTS OF THE CONTRACT.

(a.) Total estimated cost of the IDIQ section of the contract is not to exceed (NTE) **\$8,800,000**. See task order procedures.

(b.) Breakout of estimated cost, fixed fee earned by Task/Delivery Order is as follows:

The adjustment provisions of this clause shall not be construed as a limitation of the Government's rights under the termination clause of this contract.

(d.) The contractor is responsible for tracking the performance of work in each area which is subject to workload sizing data; keeping current, complete, and accurate records regarding the quantum of work performed in relation to the applicable workload sizing data; making such records available to the Contracting Officer as may be requested from time to time; and submitting an adjustment proposal if the contractor believes the conditions of paragraph (c) above are met, or if requested by the Contracting Officer. If initiated by the contractor, the contractor's proposal shall be submitted within 30 days of the last day of the contract performance period. If requested by the Contracting Officer, the proposal shall be submitted within 60 days of the request.

H.6 WORKLOAD SIZING DATA

The contractor's support of the NBL/SVMF shall include certain enumerated tasks as required within the matrices set forth below. The workload sizing data set forth below shall be used independently for each year and each option year of the contract. See H.5 contract adjustment for further information. For use in this table, an NBL Event is defined as a single in-water activity using from one to three space suits (EMU or Orlan or both) or a Bailout training session.

<u>ELEMENT</u>	<u>Lower</u>	<u>Nominal</u>	<u>Upper</u>
1. NBL Events			
a. Year 1	360	380	400
b. Year 2	285	300	315
c. Year 3	200	235	270
d. Year 4	200	210	220
e. Year 5	200	210	220
2. SVMF Facility Utilization Requests			
a. Year 1	1200	1525	1830
b. Year 2	1220	1525	1830
c. Year 3 (first six months)	610	763	915
d. Year 3 (second six months)	915	1144	1373
e. Year 4	1830	2288	2745
f. Year 5	1830	2288	2745
3. SVMF Test Readiness Reviews	40	50	60

(End of clause)

H.7 KEY PERSONNEL AND FACILITIES. (1852.235-71)(MARCH 1989)

(a.) The personnel and/or facilities listed below (or specified in the contract Schedule) are considered essential to the work being performed under this contract. Before removing, replacing, or diverting any of the listed or specified personnel or facilities, the Contractor shall (1) notify the Contracting Officer reasonably in advance and (2) submit justification (including proposed substitutions) in sufficient detail to permit evaluation of the impact on this contract.

(b.) The Contractor shall make no diversion without the Contracting Officer's written consent; provided, that the Contracting Officer may ratify in writing the proposed change, and that ratification shall constitute the Contracting Officer's consent required by this clause.

AMENDMENT OF SOLICITATION/ MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 3
2. AMENDMENT/MODIFICATION NO. 61	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. 4200154822	5. PROJECT NO. (If applicable)
6. ISSUED BY CODE	BH2/JEH	7. ADMINISTERED BY (If other than Item 6)	CODE

NASA/Johnson Space Center
Attn: BH/Michele H. Ladrach
2101 NASA Parkway
Houston, TX 77058-3696

See Block 6

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and ZIP Code)

Raytheon Technical Services Company
Attn: Cheryl Jones, Contracts Manager
Bay Terrace II
555 Forge River Road Suite 120
Webster, TX 77598-4357

CODE	FACILITY CODE
(X) 9A. AMENDMENT OF SOLICITATION NO.	9B. DATED (SEE ITEM 11)
X 10A. MODIFICATION OF CONTRACT/ORDER NO. NAS 9-02102	10B. DATED (SEE ITEM 13) 2/3/03

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended, ☐ is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and returning ☐ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer Submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required) 4200154822 \$900,000 Total Obligation: \$900,000

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS,
IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.(x)

(X)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
X	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b). FAR 52-232-22, Limitation of Funds & Clause B.4. CONTRACT FUNDING
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	d. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor ☒ is not, ☐ is required to sign this document and return _____ copies to the issuing office.

14. description of amendment/modification (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

The purpose of this modification is to modify Clause B.4, CONTRACT FUNDING and increase contract funding by \$900,000.00 from \$71,103,442.33 to \$72,003,442.33. The replacement pages are attached. Changes have been bolded and bar marked.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Cynthia W, Maclean, Contracting Officer	
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY (Signature of Contracting Officer)	16C. DATE SIGNED

Funding Recapitulation

	Mod 59	Additional Funding Mod 61	TOTAL
Cost	\$ 65,941,472.23	\$ 829,493.09	\$ 66,770,965.32
	\$ 5,161,970.10	\$ 70,506.91	\$ 5,232,477.01
Total	\$ 71,103,442.33	\$ 900,000.00	\$ 72,003,442.33

B.4 CONTRACT FUNDING. (NFS 1852.232-81)(JUNE 1990)

(a.) For purposes of payment of cost, exclusive of fee, in accordance with the Limitation of Funds clause, the total amount allotted by the Government to this contract is **\$66,770,965.32**. This allotment is for [Insert applicable item number(s), task(s), or work description] and covers the following estimated period of performance: **October 2, 2006**.

(b.) An additional amount of **\$5,232,477.01** is obligated under this contract for payment of fee.

(End-of-Clause)

B.5 MINIMUM AND MAXIMUM INDEFINITE DELIVERY, INDEFINITE QUANTITY (IDIQ) CONTRACT VALUE

The guaranteed minimum quantity of work which will be required under this contract, and which will be initiated through the issuance of task orders, shall be \$10,000. There will be no further obligation on the part of the Government to issue additional task orders thereafter. The total maximum value is \$2.4 million for the 2-year period of performance. If additional performance terms are awarded, the maximum value for IDIQ work will increase by \$1,200,000 per year.

B.6 INDEFINITE QUANTITY WORK – UNIT PRICED RATE

Work that is of a nonrecurring nature and cannot be sufficiently identified, predetermined, or quantified in advance is identified as IDIQ work. The IDIQ work the Government currently anticipates is identified in Section C.5.10 of the Statement of Work. IDIQ work will be issued as Task Orders/Delivery Orders. The Contracting Officer will request a proposal from the contractor when the requirement can be defined well enough to price the effort. The contractor's proposal shall be based on the unit priced rates identified below, reasonable labor hours and material dollars and other direct costs (ODC). The price of the Task Order (including profit for Task Orders) shall be negotiated between the Contractor and the Contracting Officer. IDIQ work may be issued by facsimile, or by electronic commerce methods. IDIQ work shall be ordered in accordance with clauses entitled "Ordering," "Order Limitations," and "Indefinite

AMENDMENT OF SOLICITATION/ MODIFICATION OF CONTRACT		1. CONTRACT ID CODE NAS 9-02102		PAGE OF PAGES 1 6	
2. AMENDMENT/MODIFICATION NO. Modification 62		3. EFFECTIVE DATE See Block 16C		4. REQUISITION/PURCHASE REQ. NO. N/A	
5. PROJECT NO. (If applicable) N/A		6. ISSUED BY NASA LYNDON B. JOHNSON SPACE CENTER Attn: BH/Michele H. Ladrach 2101 NASA Parkway Houston, TX 77058-3696		7. ADMINISTERED BY (If other than Item 6) CODE	

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and ZIP Code) Raytheon Technical Services Company Attn: Cheryl Jones, Contracts Manager Bay Terrace II 555 Forge River Road Suite 120 Webster, TX 77598-4357	
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CODE (X)	9A. AMENDMENT OF SOLICITATION NO.	FACILITY CODE 9B. DATED (SEE ITEM 11)
X	10A. MODIFICATION OF CONTRACT/ORDER NO. NAS 9-02102	10B. DATED (SEE ITEM 13) 2/3/03

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended, ☐ is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and returning ☐ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.(X)

(X)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
X	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR 52.243-2, Changes – Cost Reimbursement (Aug 87), Alt. II (Apr 84), Clause H.7, Special Provisions for Contract Changes
	d. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor ☐ is not, ☒ is required to sign this document and return **3** copies to the issuing office.

14. description of amendment/modification (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

The purpose of this modification is to: a) add clause H.12 - Access to Sensitive Information (NASA 1852.237-72)(JUN 2005), b) update the Statement of Work, Section 5.2, and c) update the Data Requirements Description List to include DRD No. 59; and e) add DRD No. 59, Organizational Conflicts of Interest Avoidance Plan. There is no increase in contract value as a result of this modification. This modification is agreed to be a complete and equitable adjustment for the additional requirements contained in this modification. The contractor hereby releases the Government from any and all liability under this contract for further equitable adjustments.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print) Cynthia W. Maclean, Contracting Officer		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Cynthia W. Maclean, Contracting Officer	
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY (Signature of Contracting Officer)	16C. DATE SIGNED

a. The following clause is hereby added to Section H:

H.12 ACCESS TO SENSITIVE INFORMATION (NASA 1852.237-72)(JUN 2005)

(a) As used in this clause, "sensitive information" refers to information that a contractor has developed at private expense, or that the Government has generated that qualifies for an exception to the Freedom of Information Act, which is not currently in the public domain, and which may embody trade secrets or commercial or financial information, and which may be sensitive or privileged.

(b) To assist NASA in accomplishing management activities and administrative functions, the Contractor shall provide the services specified elsewhere in this contract.

(c) If performing this contract entails access to sensitive information, as defined above, the Contractor agrees to -

(1) Utilize any sensitive information coming into its possession only for the purposes of performing the services specified in this contract, and not to improve its own competitive position in another procurement.

(2) Safeguard sensitive information coming into its possession from unauthorized use and disclosure.

(3) Allow access to sensitive information only to those employees that need it to perform services under this contract.

(4) Preclude access and disclosure of sensitive information to persons and entities outside of the Contractor's organization.

(5) Train employees who may require access to sensitive information about their obligations to utilize it only to perform the services specified in this contract and to safeguard it from unauthorized use and disclosure.

(6) Obtain a written affirmation from each employee that he/she has received and will comply with training on the authorized uses and mandatory protections of sensitive information needed in performing this contract.

(7) Administer a monitoring process to ensure that employees comply with all reasonable security procedures, report any breaches to the Contracting Officer, and implement any necessary corrective actions.

(d) The Contractor will comply with all procedures and obligations specified in its Organizational Conflicts of Interest Avoidance Plan, which this contract incorporates as a compliance document.

(e) The nature of the work on this contract may subject the Contractor and its employees to a variety of laws and regulations relating to ethics, conflicts of interest, corruption, and other criminal or civil matters relating to the award and administration of government contracts. Recognizing that this contract establishes a high standard of accountability and trust, the Government will carefully review the Contractor's performance in relation to the mandates and restrictions found in these laws and regulations. Unauthorized uses or disclosures of sensitive information may result in termination of this contract for default, or in debarment of the Contractor for serious misconduct affecting present responsibility as a government contractor.

(f) The Contractor shall include the substance of this clause, including this paragraph (f), suitably modified to reflect the relationship of the parties, in all subcontracts that may involve access to sensitive information.

(End of clause)

b. Section 5.2. Management and Administration, of the Statement of Work is deleted in its entirety and replaced with the following:

Management and Administration

- 5.2.1 The contractor shall maintain the existing technical library at each facility. The contractor shall update the libraries to include additional facility unique documentation and maintain the NASA facility documentation. The library shall contain the current version of all drawings and documents, which shall be available on request. (See DRD 25.)
- 5.2.2 The contractor shall perform configuration management of the NASA documentation in the master document list for the NBL and SVMF. (See DRD 13.)
- 5.2.3 The contractor shall administer and manage facility Information Technology systems, to include servers and web pages. (See DRDs 14, 15, 35, and 46.)
- 5.2.4 The contractor shall maintain the inventory of government property associated with the NBL and SVMF. (See DRDs 13, 16, and 25.)
- 5.2.5 The contractor shall train civil servant and other personnel and, for certain positions, certify them. (See DRD 40.)
- 5.2.6 **The contractor shall submit an Organizational Conflicts of Interest Avoidance Plan (See DRD 59)**

5.3 Operations

- 5.3.1 The contractor shall operate the facilities in accordance with the NBL General Operating Procedures (GOP), DX12-0001, the SVMF GOP, JSC-26830, and sub-tier documentation. This includes activities for public affairs or other events and activities as directed by NASA. (See DRDs 9, 12, 19, 20, 30, 31, 34, 35, 41, 46 and 47.)
- 5.3.2 The contractor shall operate the facilities' Operations Control Centers to provide real-time status on operations, provide general information to users and visitors, provide emergency coordination, and implement defined access policies provided in the NBL GOP and the SVMF work instruction, Space Vehicle Mockup Facility (SVMF) Operation Control Center (OCC) Handbook (SHI-SVMF-M0010). (See DRD 20.)
- 5.3.3 The contractor shall prepare for all activities without impacting scheduled activities. Preparation includes performing analysis, scheduling, engineering, integration, and configuration, as necessary. (See DRDs 20, 24, 31, 34, 41, and 47.)
- 5.3.4 The contractor shall provide services on a real time basis for ongoing missions when required by the flight team according to the NBL GOP and the SVMF GOP and

c. The following is added to Attachment J-1, Statement of Work/Data Requirements List/Description List:

1. Line item no. 59	2. DRD Title Organizational Conflicts of Interest Avoidance Plan	3. Frequency See DRD	4. As-of-Date	5. 1st subm. date See DRD	6. Copies a. type b. number Per Contracting Officer's letter
7. Data type: <input type="checkbox"/> (1) <input checked="" type="checkbox"/> (2) Mandatory Submittal <input type="checkbox"/> (3) Submitted upon request					
8. Distribution (Continue on a blank sheet if needed) Per Contracting Officer's letter		9. Remarks			

d. The Data Requirements Document on page 5 of this modification is added to Attachment J-9, Data Requirements Description Sheets.

e. This modification is agreed to be a complete and equitable adjustment for the additional requirements contained in this modification. The contractor hereby releases the Government from any and all liability under this contract for further equitable adjustments.

JSC DATA REQUIREMENTS DESCRIPTION (DRD)

(Based on JSC-STD-123)

DATA REQUIREMENTS DESCRIPTION (DRD)

1. DRD No.: 59
2. DRD Title: Organizational Conflicts of Interest Avoidance Plan
3. Data Type: 2
4. Page: 1 / 1

5. Description/Use – To document the contractor's implementation plan for avoiding organizational conflicts of interest as required by NASA FAR Supplement Clause 1852.237-72, Access to Sensitive Information.

SOW Ref: 5.2.6

6. Submission:
 - a. Initial – Whenever contract performance will necessitate contractor access to sensitive information
 - b. Final – To be incorporated into the contract as a compliance document
 - c. Approval – Contracting Officer
 - d. Submission Frequency – Whenever circumstances change requiring a revision to the plan.
7. Applicable Documents: None
8. Data Preparation Information:
 - a. Scope – The Organizational Conflicts of Interest Avoidance Plan shall describe the contractor's management approach and planned implementation methods for accomplishing conflicts of interest avoidance.
 - b. Content – The plan shall thoroughly analyze all organizational conflicts of interest that might arise because the service provider has access to other companies' sensitive information, and shall establish specific methods to control, mitigate, or eliminate all problems identified. The Contracting Officer shall review the plan for completeness and the effectiveness of the plan, and shall identify to the service provider substantive weaknesses and omissions for necessary correction. The approved plan shall be incorporated into the contract.
 - c. Format: Contractor's electronic format is acceptable
 - d. Distribution: Contracting Officer - 1 copy
COTR - 1 copy
9. Maintenance - N/A

AMENDMENT OF SOLICITATION/ MODIFICATION OF CONTRACT		1. CONTRACT ID CODE NAS 9-02102		PAGE OF PAGES 1 3	
2. AMENDMENT/MODIFICATION NO. Modification 63		3. EFFECTIVE DATE See Block 16C		4. REQUISITION/PURCHASE REQ. NO. N/A	
5. PROJECT NO. (If applicable)		6. ISSUED BY CODE BH4/JDN		7. ADMINISTERED BY (If other than Item 6) CODE	
NASA Lyndon B. Johnson Space Center Attn: Cynthia W. Maclean Mail Code BH 2101 NASA Parkway Houston, Texas 77058					
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and ZIP Code) Raytheon Technical Services Company Bay Terrace II 555 Forge River Road, Suite 120 Attn: Cheryl Jones Webster, TX 77598-4357					
CODE		FACILITY CODE			
(X) 9A. AMENDMENT OF SOLICITATION NO.		9B. DATED (SEE ITEM 11)			
X 10A. MODIFICATION OF CONTRACT/ORDER NO. NAS 9-02102		10B. DATED (SEE ITEM 13) 2/3/03			

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is ☐ is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and ☐ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.(X)

(X)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	d. OTHER (Specify type of modification and authority) Terms and Conditions of Attachment J-3 Award Fee Plan

E. IMPORTANT: Contractor ☒ is not, ☐ is required to sign this document and return _____ copies to the issuing office.

14. description of amendment/modification (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

AWARD FEE PAYMENT

(See pages 2-3.)

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Cynthia W. Maclean, Contracting Officer	
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY (Signature of Contracting Officer)	16C. DATE SIGNED

- I. The purpose of this Modification 63 is to recognize the Award Fee earned for NSOC Performance during the period of October 1, 2005 through March 31, 2006. Of the available Award Fee pool of \$913,121, the contractor is hereby entitled to \$858,333.74. The contractor has provisionally invoiced the Government for \$488,844.00 during the Award Fee period. Therefore, the amount due and payable to the contractor for Award Fee earned is \$369,489.74.

	Award Fee Available	Award Fee Unearned	Award Fee Earned	Less Provisional Invoiced Amount	Award Fee Due & Payable
Award Fee Period 6	\$913,121	\$54,787.26	\$858,333.74	\$488,844.00	\$369,489.74

- II. In order to reflect the earned award fee, Appendix 3, Award Fee Distribution, of Attachment J-3, is deleted in its entirety and replaced with the following:

Attachment J-3
Performance Evaluation Plan
NAS 9-02102
AWARD FEE DISTRIBUTION

<u>EVALUATION PERIOD (BASIC)</u>	<u>AVAILABLE AWARD FEE</u>	<u>EARNED AWARD FEE</u>
04/01/03 - 09/30/03	\$ 739,343	\$ 635,835
10/01/03 - 03/31/04	\$ 747,445	\$ 672,701
04/01/04 - 09/30/04	\$ 764,949	\$ 688,454
10/01/04 - 03/31/05	\$ 804,949	\$708,355.12
04/01/05 - 09/30/05	\$ 814,742	\$774,004.90
10/01/05 - 03/31/06	\$ 913,121	\$858,333.74
04/01/06 - 09/30/06	\$ 865,169	
10/01/06 - 03/31/07	\$ 865,169	
<u>EVALUATION PERIOD (OPTION 3)</u>		
04/01/07 - 09/30/07	\$ 872,904	
10/01/07 - 03/31/08	\$872,903	

AMENDMENT OF SOLICITATION/ MODIFICATION OF CONTRACT AMENDMENT OF		1. CONTRACT ID CODE	PAGE OF PAGES 1 7
2. AMENDMENT/MODIFICATION NO. 64	3. EFFECTIVE DATE See Block 16c BH2/JEH	4. REQUISITION/PURCHASE REQ. NO. N/A	5. PROJECT NO. (If applicable)
6. ISSUED BY CODE NASA/Johnson Space Center Attn: BH/Michele H. Ladrach 2101 NASA Parkway Houston, TX. 77058-3696		7. ADMINISTERED BY (If other than Item 6) CODE See Block 6	

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code)
 Raytheon Technical Services Company
 Attn: Cheryl Jones, Contracts Manager
 Bay Terrace II
 555 Forge River Road Suite 120
 Webster, TX 77598-4357

CODE	FACILITY CODE
(x) 9A. AMENDMENT OF SOLICITATION NO.	9B. DATED (SEE ITEM 11)
X 10A. MODIFICATION OF CONTRACT/ORDER NO. NAS 9-02102	10B. DATED (SEE ITEM 13) 2/2/03

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended, ☐ is not extended.
 Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and returning ☐ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)
 N/A

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS,
IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.(x) (x)

(x)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
X	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: 52.243-2 Changes – Cost Reimbursement
	d. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor ☐ is not, ☒ is required to sign this document and return 3 copies to the issuing office

14. description of amendment/modification (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

See Page 2.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Cynthia W. Maclean	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY	16C. DATE SIGNED
(Signature of person authorized to sign)		(Signature of Contracting Officer)	

The purpose of this Modification is to reflect the negotiation of proposal NBL-CDJ-61, NBL Workload Sizing Data Revision. This modification is agreed to be a complete and equitable adjustment for the contractor's proposal dated March 6, 2006 as well as any other proposal updates. The contractor hereby releases the Government from any and all liability under this contract for further equitable adjustment attributable to such factors and/or circumstances giving rise to proposal NBL-CDJ-61 as well as all contract changes made in this modification.

Replacement pages are attached and hereby incorporated into the contract. Changes are in bold.

Basic Reconciliation			
(Includes Exercised Options 1 & 2)	Prior to Mod 64	Mod 64	Revised Total
Estimated Cost	\$71,137,456	\$1,476,032	\$72,613,488
Maximum Available Award Fee	\$6,514,886	\$140,223	\$6,655,109
Cost Plus Award Fee	\$77,652,342	\$1,616,255	\$79,268,597

.6-3 Reconciliation	Prior to Mod 64	Mod 64 Basic	Mod 64	Revised Total
Estimated Cost	\$89,514,391	\$1,476,032	\$1,610,090	\$92,600,513
Maximum Available Award Fee	\$8,260,691	\$140,223	\$152,958	\$8,553,872
Cost Plus Award Fee	\$97,775,082	\$1,616,255	\$1,763,048	\$101,154,385

Award Fee Reconciliation

Evaluation Period	Prior to Mod 64	Mod 64	Revised Total
Basic			
04/01/03-09/30/03 (Earned)	\$635,835		
10/01/03-03/31/04 (Earned)	\$672,701		
04/01/04-09/31/04 (Earned)	\$688,454		
10/01/04-03/31/05 (Earned)	\$708,355		
04/01/05-09/31/05 (Earned)	\$774,005		
10/01/05-03/31/06 (Earned)	\$858,334		
04/01/06 - 09/30/06 (Available)	\$865,169	\$70,112	\$935,281
10/01/06 – 03/31/07 (Available)	\$865,169	\$70,111	\$935,280
Option 3			
04/01/07 - 09/30/07 (Available)	\$872,904	\$76,480	\$949,384
10/01/07 - 03/31/08 (Available)	\$872,903	\$76,479	\$949,382

PART I - THE SCHEDULE

SECTION B - SUPPLIES OR SERVICES AND PRICE/COSTS

B.1 SUPPLIES AND/OR SERVICES TO BE FURNISHED

The contractor shall provide all resources and services (except as may be expressly stated in this contract as furnished by the Government) necessary to operate, maintain, and provide sustaining engineering for the Neutral Buoyancy Laboratory, the Space Vehicle Mockup Facility, and 920L, the Logistics and Mockup Facility, in accordance with the Work Statement in Section C.

This is a performance based, cost reimbursable type of contract. The contract performance will be measured in accordance with the award fee evaluation plan discussed elsewhere in the schedule.

(a.) This contract contains a cost plus award fee (CPAF) core requirement and a cost plus fixed fee (CPFF) indefinite delivery/indefinite quantity (IDIQ) portion.

(b.) All efforts set forth in the Work Statement are Cost Plus Award Fee core portion of this contract, with the exception of Work Statement paragraph C.5.10. Work Statement paragraph C.5.10 is the IDIQ portion of the contract.

(c.) Work Statement paragraph C. 5.10 will be covered by terms and condition of an IDIQ type contract.

(End of clause)

B.2 ESTIMATED COST AND AWARD FEE. (1852.216-85) (SEP 1993)*

The estimated cost of this contract is **\$72,613,488**. The maximum available award fee, excluding base fee, if any, is **\$6,655,109**. The base fee is \$0. Total estimated cost, base fee, and maximum award fee are **\$79,268,597**.

(End-of-Clause)

*This clause applies to the core work statement, excluding SOW Paragraph 5.10.

B.3. ESTIMATED COST AND FEE FOR THE INDEFINITE DELIVERY/INDEFINITE QUANTITY REQUIREMENTS OF THE CONTRACT.

(a.) Total estimated cost of the IDIQ section of the contract is not to exceed (NTE) \$ 8,800,000. See task order procedures.

(b.) Breakout of estimated cost, fixed fee earned by Task/Delivery Order is as follows

(d.) Section I, page I-2, 52.222-2 "PAYMENT FOR OVERTIME PREMIUMS" shall be modified to change the overtime premium cost not to exceed amount to \$ 0.

OPTION F.6-3 (12 MONTHS)

(a.) B.2 entitled, "ESTIMATED COST, AWARD FEE" shall be modified to read:

"The estimated cost of this contract is **\$ 92,600,513**. The maximum available award fee, excluding base fee, if any, is **\$ 8,553,872**. The base fee is **\$ 0**. Total estimated cost, base fee, and maximum award fee are **\$ 101,154,385**. "

(b.) B.3 entitled, "Estimated Cost and Fee for the indefinite delivery/indefinite quantity requirements of the contract." Modified to read:

"(a) Total estimated cost of the IDIQ section of the contract is
NTE \$ 10,000,000. See task order procedures."

(c.) F.3 entitled, "Completion of Work" shall be modified to change the end date of the period of performance for SOW from March 31, 2007 to **March 31, 2008**.

(d.) Section I, page I-2, 52.222-2 "PAYMENT FOR OVERTIME PREMIUMS" shall be modified to change the overtime premium cost not to exceed amount to \$ 0.

F.7 BILLS OF LADING. (1852.247-73) (JUNE 2002)

The purpose of this clause is to define when a commercial bill of lading or a government bill of lading is to be used when shipments of deliverable items under this contract are f.o.b. origin.

(a) Commercial Bills of Lading. All domestic shipments shall be made via commercial bills of lading (CBLs). The Contractor shall prepay domestic transportation charges. The Government shall reimburse the Contractor for these charges if they are added to the invoice as a separate line item supported by the paid freight receipts. If paid receipts in support of the invoice are not obtainable, a statement as described below must be completed, signed by an authorized company representative, and attached to the invoice.

"I certify that the shipments identified below have been made, transportation charges have been paid by (company name), and paid freight or comparable receipts are not obtainable.

Contract or Order Number: NAS 9-02102
Destination: Johnson Space Center "

The adjustment provisions of this clause shall not be construed as a limitation of the Government's rights under the termination clause of this contract.

(d.) The contractor is responsible for tracking the performance of work in each area which is subject to workload sizing data; keeping current, complete, and accurate records regarding the quantum of work performed in relation to the applicable workload sizing data; making such records available to the Contracting Officer as may be requested from time to time; and submitting an adjustment proposal if the contractor believes the conditions of paragraph (c) above are met, or if requested by the Contracting Officer. If initiated by the contractor, the contractor's proposal shall be submitted within 30 days of the last day of the contract performance period. If requested by the Contracting Officer, the proposal shall be submitted within 60 days of the request.

H.6 WORKLOAD SIZING DATA

The contractor's support of the NBL/SVMF shall include certain enumerated tasks as required within the matrices set forth below. The workload sizing data set forth below shall be used independently for each year and each option year of the contract. See H.5 contract adjustment for further information. For use in this table, an NBL Event is defined as a single in-water activity using from one to three space suits (EMU or Orlan or both) or a Bailout training session.

<u>ELEMENT</u>	<u>Lower</u>	<u>Nominal</u>	<u>Upper</u>
1. NBL Events			
a. Year 1	360	380	400
b. Year 2	285	300	315
c. Year 3	200	235	270
d. Year 4	200	235	270
e. Year 5	200	235	270
2. SVMF Facility Utilization Requests	1220	1525	1830
a. Year 1	1200	1525	1830
b. Year 2	1220	1525	1830
c. Year 3 (first six months)	610	763	915
d. Year 3 (second six months)	915	1144	1373
e. Year 4	1830	2288	2745
f. Year 5	1830	2288	2745
3. SVMF Test Readiness Reviews	40	50	60
(End of clause)			

H.7 KEY PERSONNEL AND FACILITIES. (1852.235-71)(MARCH 1989)

(a.) The personnel and/or facilities listed below (or specified in the contract Schedule) are considered essential to the work being performed under this contract. Before removing, replacing, or diverting any of the listed or specified personnel or facilities, the Contractor shall (1) notify the Contracting Officer reasonably in advance and (2) submit justification (including proposed substitutions) in sufficient detail to permit evaluation of the impact on this contract. (b.) The Contractor shall make no diversion without the Contracting Officer's written consent; provided, that the Contracting Officer may ratify in writing the proposed change, and that ratification shall constitute the Contracting Officer's consent required by this clause.

APPENDIX 3
AWARD FEE DISTRIBUTION

<u>EVALUATION PERIOD (BASIC)</u>	<u>AVAILABLE AWARD FEE</u>	<u>EARNED AWARD FEE</u>
04/01/03 - 09/30/03	\$ 739,343	\$635,835
10/01/03 - 03/31/04	\$ 747,445	\$672,701
04/01/04 - 09/30/04	\$ 764,949	\$688,454
10/01/04 - 03/31/05	\$ 804,949	\$708,355.12
04/01/05 - 09/30/05	\$814,742	\$774,004.90
10/01/05 - 03/31/06	\$913,121	\$858,333.74
04/01/06 - 09/30/06	\$ 935,281	
10/01/06 - 03/31/07	\$ 935,280	
<u>EVALUATION PERIOD (OPTION 3)</u>		
04/01/07 - 09/30/07	\$ 949,384	
10/01/07 - 03/31/08	\$ 949,382	

AMENDMENT OF SOLICITATION/ MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 2
2. AMENDMENT/MODIFICATION NO. 65	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
6. ISSUED BY NASA/Johnson Space Center Attn: BH/Michele H. Ladrach 2101 NASA Parkway Houston, TX 77058-3696	CODE BH2/JEH	7. ADMINISTERED BY (If other than Item 6)	CODE See Block 6

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and ZIP Code)	
Raytheon Technical Services Company Attn: Cheryl Jones, Contracts Manager Bay Terrace II 555 Forge River Road Suite 120 Webster, TX 77598-4357	

CODE	FACILITY CODE
(X)	9A. AMENDMENT OF SOLICITATION NO.
	9B. DATED (SEE ITEM 11)
X	10A. MODIFICATION OF CONTRACT/ORDER NO. NAS 9-02102
	10B. DATED (SEE ITEM 13) 2/3/03

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended, ☐ is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and returning ☐ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer Submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.(x)

(x)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
X	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b). FAR 52-232-22, Limitation of Funds & Clause B.4. CONTRACT FUNDING
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	d. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor ☒ is not, ☐ is required to sign this document and return _____ copies to the issuing office.

14. description of amendment/modification (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

The purpose of this modification is to: Replace in its entirety the chart in section B.3 entitled "Estimated Cost and Fee for the Indefinite Delivery/Indefinite Quantity Requirements of the Contract," with the chart that reflects the current status of Indefinite Delivery/Indefinite Quantity delivery orders.

Replacement page is attached. Changes have been vertically bar-marked.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Cynthia W, Maclean, Contracting Officer	
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY (Signature of Contracting Officer)	16C. DATE SIGNED

B.3. ESTIMATED COST AND FEE FOR THE INDEFINITE DELIVERY/INDEFINITE QUANTITY REQUIREMENTS OF THE CONTRACT (CONTINUED)

PERIOD COVERED	IDIQ Order Number	Rev. No.	Estimated Cost	Fixed Fee	Total Order Value
04/01/03 - 06/01/03	901*	-		\$ -	\$ -
05/12/03 - 06/01/03	901*	1		\$ -	\$ -
06/17/03 - 09/30/03	901*	2	\$ 285,898	\$ 22,872	\$ 308,770
05/28/03 - 07/30/03	902	-	\$ 108,263	\$ 8,661	\$ 116,924
05/28/03 - 07/30/03	902	1	\$ 12,526	\$ -	\$ 12,526
06/20/03 - 09/19/03	903	-	\$ 120,263	\$ 9,621	\$ 129,884
06/20/03 - 12/19/03	904	-	\$ 164,059	\$ 13,125	\$ 177,184
06/20/03 - 05/21/04	904	1	\$ 66,077	\$ 5,286	\$ 71,363
12/22/03 - 05/15/04	905	-	\$ 140,698	\$ 11,256	\$ 151,954
12/22/03 - 05/21/04	905	1	\$ 23,665	\$ 1,893	\$ 25,558
12/22/03-7/02/04	905	2	\$ 12,888	\$ 1,031	\$ 13,919
01/16/04 - 09/31/04	906	-	\$ 122,234	\$ 9,779	\$ 132,013
03/01/03 - 07/30/04	907	-	\$ 333,023	\$ 26,642	\$ 359,665
05/15/04 - 02/02/05	908	-	\$ 367,996	\$ 29,440	\$ 397,436
5/15/04-2/18/05	908	1	\$ 107,834	\$ 8,627	\$ 116,461
05/14/04 - 09/28/04	909	-	\$ 215,416	\$ 17,233	\$ 232,649
4/13/05-9/30/05	909	1	\$ 55,063	\$ 4,405	\$ 59,468
4/13/05-12/31/05	909	2	\$ 82,521	\$ 6,602	\$ 89,123
5/20/04-03/01/05	910	-	\$ 95,988	\$ 7,679	\$ 103,667
7/23/04-9/23/04	911	-	\$ 156,961	\$ 12,557	\$ 169,518
7/30/04-4/18/05	912	-	\$ 174,450	\$ 13,956	\$ 188,406
5/27/05-9/06/05	913		\$ 502,026	\$ 40,162	\$ 542,188
6/29/05-9/23/05	913	1	\$ 16,818	\$ 1,345	\$ 18,163
7/20/2005-9/9/05	914		\$ 146,959	\$ 11,757	\$ 158,716
12/16/05-9/15/06	915		\$ 345,185	\$ 27,615	\$ 372,800
12/16/05-9/7/06	916		\$ 183,161	\$ 14,653	\$ 197,814
2/1/06-9/7/06	916	1	\$ (4,214)	\$ (337)	\$ (4,551)
2/1/06-9/12/06	917		\$ 364,063	\$ 29,125	\$ 393,188
2/1/06-9/14/06	918		\$ 290,332	\$ 23,227	\$ 313,559
2/10/06-8/27/06	919		\$ 172,513	\$ 13,801	\$ 186,314
4/27/06-2/5/07	920		\$ 305,335	\$ 24,427	\$ 329,762
5/24/06-8/29/06	921		\$ 127,651	\$ 10,212	\$ 137,863
5/24/2006-8/18/06	922		\$ 256,397	\$ 20,512	\$ 276,909
TOTAL			\$ 5,352,049	\$ 427,164	\$ 5,779,213
				NTE \$8,800,000	

TO BE COMPLETED AS ORDERS/MODIFICATIONS ARE ISSUED

AMENDMENT OF SOLICITATION/ MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 5
2. AMENDMENT/MODIFICATION NO. 66	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. N/A	5. PROJECT NO. (If applicable)
6. ISSUED BY NASA/Johnson Space Center Attn: BH13/Michele H. Ladrach 2101 NASA Parkway Houston, TX 77058-3696	CODE BH2/JEH	7. ADMINISTERED BY (If other than Item 6)	CODE See Block 6

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and ZIP Code)

Raytheon Technical Services Company
Attn: Cheryl Jones, Contracts Manager
Bay Terrace II
555 Forge River Road Suite 120
Webster, TX 77598-4357

CODE	FACILITY CODE
(X) 9A. AMENDMENT OF SOLICITATION NO.	9B. DATED (SEE ITEM 11)
X 10A. MODIFICATION OF CONTRACT/ORDER NO. NAS 9-02102	10B. DATED (SEE ITEM 13) 2/3/03

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended, ☐ is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and returning ☐ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer Submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS,
IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.(x)

(x)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b). FAR 52-232-22, Limitation of Funds & Clause B.4.
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	d. OTHER (Specify type of modification and authority) Exercise of Option JSC 52.217-90 (OCT 1996)

E. IMPORTANT: Contractor ☒ is not, ☐ is required to sign this document and return _____ copies to the issuing office.

14. description of amendment/modification (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

The purpose of this modification is to exercise Option 3 of the subject contract. Except as provided herein, all terms and conditions remain unchanged and in full force and effect.

See attached replacement pages. Changes have been vertically bar-marked.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Cynthia W. Maclean, Contracting Officer	
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY (Signature of Contracting Officer)	16C. DATE SIGNED

PART I - THE SCHEDULE

SECTION B - SUPPLIES OR SERVICES AND PRICE/COSTS

B.1 SUPPLIES AND/OR SERVICES TO BE FURNISHED

The contractor shall provide all resources and services (except as may be expressly stated in this contract as furnished by the Government) necessary to operate, maintain, and provide sustaining engineering for the Neutral Buoyancy Laboratory, the Space Vehicle Mockup Facility, and 920L, the Logistics and Mockup Facility, in accordance with the Work Statement in Section C.

This is a performance based, cost reimbursable type of contract. The contract performance will be measured in accordance with the award fee evaluation plan discussed elsewhere in the schedule.

(a.) This contract contains a cost plus award fee (CPAF) core requirement and a cost plus fixed fee (CPFF) indefinite delivery/indefinite quantity (IDIQ) portion.

(b.) All efforts set forth in the Work Statement are Cost Plus Award Fee core portion of this contract, with the exception of Work Statement paragraph C.5.10. Work Statement paragraph C.5.10 is the IDIQ portion of the contract.

(c.) Work Statement paragraph C. 5.10 will be covered by terms and condition of an IDIQ type contract.

(End of clause)

B.2 ESTIMATED COST AND AWARD FEE. (1852.216-85) (SEP 1993)*

The estimated cost of this contract is **\$92,600,513**. The maximum available award fee, excluding base fee, if any, is **\$ 8,553,872**. The base fee is **\$ 0**. Total estimated cost, base fee, and maximum award fee are **\$101,154,385**.

(End-of-Clause)

*This clause applies to the core work statement, excluding SOW Paragraph 5.10.

B.3. ESTIMATED COST AND FEE FOR THE INDEFINITE DELIVERY/INDEFINITE QUANTITY REQUIREMENTS OF THE CONTRACT.

(a.) Total estimated cost of the IDIQ section of the contract is not to exceed **(NTE) \$ 10,000,000**. See task order procedures.

(b.) Breakout of estimated cost, fixed fee earned by Task/Delivery Order is as follows:

B.4 CONTRACT FUNDING. (NFS 1852.232-81)(JUNE 1990)

(a.) For purposes of payment of cost, exclusive of fee, in accordance with the Limitation of Funds clause, the total amount allotted by the Government to this contract is \$67,530,787.44. This allotment is for [Insert applicable item number(s), task(s), or work description] and covers the following estimated period of performance: October 24, 2006.

(b.) An additional amount of \$5,297,061.89 is obligated under this contract for payment of fee.
(End-of-Clause)

B.5 MINIMUM AND MAXIMUM INDEFINITE DELIVERY, INDEFINITE QUANTITY (IDIQ) CONTRACT VALUE

The guaranteed minimum quantity of work which will be required under this contract, and which will be initiated through the issuance of task orders, shall be \$10,000. There will be no further obligation on the part of the Government to issue Additional task orders thereafter. The total maximum value is **\$10 million** for the **1-year period** of performance.

B.6 INDEFINITE QUANTITY WORK – UNIT PRICED RATE

Work that is of a nonrecurring nature and cannot be sufficiently identified, predetermined, or quantified in advance is identified as IDIQ work. The IDIQ work the Government currently anticipates is identified in Section C.5.10 of the Statement of Work. IDIQ work will be issued as Task Orders/Delivery Orders. The Contracting Officer will request a proposal from the contractor when the requirement can be defined well enough to price the effort. The contractor's proposal shall be based on the unit priced rates identified below, reasonable labor hours and material dollars and other direct costs (ODC). The price of the Task Order (including profit for Task Orders) shall be negotiated between the Contractor and the Contracting Officer. IDIQ work may be issued by facsimile, or by electronic commerce methods. IDIQ work shall be ordered in accordance with clauses entitled "Ordering," "Order Limitations," and "Indefinite Quantity," and Section 5.10 of the Statement of Work. IDIQ price schedules for the contract core years and each potential award-term period follow.

B.7 ID/IQ RATE PROVISION

The provisions of this clause apply only to sections 5.10 of the work statement. The purpose of this clause is to set forth the direct, indirect, and fee rates to be utilized in the subsequent negotiation and cost establishment of ID/IQ Task Orders in accordance with Task Ordering Procedure. The contractor will utilize the direct, indirect and fee rates established herein to determine the estimated costs for each ID/IQ Task Order. The following form is to be filled out for each of the 5 years of the duration of the contract with options.

SECTION F – DELIVERIES OR PERFORMANCE

F.1 LISTING OF CLAUSES INCORPORATED BY REFERENCE

NOTICE: The following contract clauses pertinent to this section are hereby incorporated by reference:

(a.) FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

CLAUSE NUMBER	DATE	TITLE
52.242-15	AUG 1989	STOP-WORK ORDER (Alternate I)(APR 1984)
52.247-29	JUN 1988	F.O.B. ORIGIN
52.247-63	JAN 1997	PREFERENCE FOR U.S.-FLAG AIR CARRIERS
52.247-64	JUN 2000	PREFERENCE FOR PRIVATELY OWNED U.S.-FLAG COMMERCIAL VESSELS
52.247-67	JUN 1997	SUBMISSION OF COMMERCIAL TRANSPORTATION BILL OF LADING TO THE GENERAL SERVICES ADMINISTRATION FOR AUDIT

F.2 PLACE OF PERFORMANCE

The place of performance for the work called for hereunder will be the Johnson Space Center, Sonny Carter Training Facility, Houston Texas and other locations where the requirements are covered by the obligations specified in section C of this contract.

F.3 Completion of Work (JSC 52.211-95)(OCT 2001)

All work required under this contract, including submission of all reports, shall be completed on or before **March 31, 2008**.

(End of clause)

APPENDIX 3
AWARD FEE DISTRIBUTION

<u>EVALUATION PERIOD (BASIC)</u>	<u>AVAILABLE AWARD FEE</u>	<u>EARNED AWARD FEE</u>
04/01/03 - 09/30/03	\$ 739,343	\$635,835
10/01/03 - 03/31/04	\$ 747,445	\$672,701
04/01/04 - 09/30/04	\$ 764,949	\$688,454
10/01/04 - 03/31/05	\$ 804,949	\$708,355.12
04/01/05 - 09/30/05	\$814,742	\$774,004.90
10/01/05 - 03/31/06	\$913,121	\$858,333.74
04/01/06 - 09/30/06	\$ 935,281	
10/01/06 - 03/31/07	\$ 935,280	
04/01/07 - 09/30/07	\$ 949,384	
10/01/07 - 03/31/08	\$ 949,382	

AMENDMENT OF SOLICITATION/ MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 3
2. AMENDMENT/MODIFICATION NO. 67	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. 4200163531	5. PROJECT NO. (If applicable)
6. ISSUED BY NASA/Johnson Space Center Attn: BH/Michele H. Ladrach 2101 NASA Parkway Houston, TX 77058-3696	CODE BH2/JAO	7. ADMINISTERED BY (If other than Item 6)	CODE See Block 6

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and ZIP Code)

Raytheon Technical Services Company
Attn: Cheryl Jones, Contracts Manager
Bay Terrace II
555 Forge River Road Suite 120
Webster, TX 77598-4357

CODE	FACILITY CODE
(X) 9A. AMENDMENT OF SOLICITATION NO.	9B. DATED (SEE ITEM 11)
X 10A. MODIFICATION OF CONTRACT/ORDER NO. NAS 9-02102	10B. DATED (SEE ITEM 13) 2/3/03

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended, ☐ is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and returning ☐ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer Submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required) 4200163531 \$824,407 Total Obligation: \$824,407

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.(x)

(x)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
X	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b). FAR 52-232-22, Limitation of Funds & Clause B.4. CONTRACT FUNDING
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	d. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor ☒ is not, ☐ is required to sign this document and return _____ copies to the issuing office.

14. description of amendment/modification (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

The purpose of this modification is to modify Clause B.4, CONTRACT FUNDING and increase contract funding by \$824,407.00 from \$72,003,442.33 to \$72,827,849.33. The replacement pages are attached. Changes have been bolded and bar marked.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Cynthia W, Maclean, Contracting Officer	
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY (Signature of Contracting Officer)	16C. DATE SIGNED

Funding Recapitulation

	Mod 61	Additional Funding Mod 67	TOTAL
Cost	\$ 66,770,965.32	\$ 759,822.12	\$ 67,530,787.44
	\$ 5,232,477.01	\$ 64,584.88	\$ 5,297,061.89
Total	\$ 72,003,442.33	\$ 824,407.00	\$ 72,827,849.33

B.4 CONTRACT FUNDING. (NFS 1852.232-81)(JUNE 1990)

(a.) For purposes of payment of cost, exclusive of fee, in accordance with the Limitation of Funds clause, the total amount allotted by the Government to this contract is **\$67,530,787.44**. This allotment is for [Insert applicable item number(s), task(s), or work description] and covers the following estimated period of performance: **October 24, 2006**.

(b.) An additional amount of **\$5,297,061.89** is obligated under this contract for payment of fee.

(End-of-Clause)

B.5 MINIMUM AND MAXIMUM INDEFINITE DELIVERY, INDEFINITE QUANTITY (IDIQ) CONTRACT VALUE

The guaranteed minimum quantity of work which will be required under this contract, and which will be initiated through the issuance of task orders, shall be \$10,000. There will be no further obligation on the part of the Government to issue additional task orders thereafter. The total maximum value is \$2.4 million for the 2-year period of performance. If additional performance terms are awarded, the maximum value for IDIQ work will increase by \$1,200,000 per year.

B.6 INDEFINITE QUANTITY WORK – UNIT PRICED RATE

Work that is of a nonrecurring nature and cannot be sufficiently identified, predetermined, or quantified in advance is identified as IDIQ work. The IDIQ work the Government currently anticipates is identified in Section C.5.10 of the Statement of Work. IDIQ work will be issued as Task Orders/Delivery Orders. The Contracting Officer will request a proposal from the contractor when the requirement can be defined well enough to price the effort. The contractor's proposal shall be based on the unit priced rates identified below, reasonable labor hours and material dollars and other direct costs (ODC). The price of the Task Order (including profit for Task Orders) shall be negotiated between the Contractor and the Contracting Officer. IDIQ work may be issued by facsimile, or by electronic commerce methods. IDIQ work shall be ordered in accordance with clauses entitled "Ordering," "Order Limitations," and "Indefinite

AMENDMENT OF SOLICITATION/ MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 3
2. AMENDMENT/MODIFICATION NO. 68	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. 4200167436	5. PROJECT NO. (If applicable)
6. ISSUED BY NASA/Johnson Space Center Attn: BH/Michael Ballard 2101 NASA Parkway Houston, TX 77058-3696	CODE BH2/JAO	7. ADMINISTERED BY (If other than Item 6)	CODE See Block 6

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and ZIP Code)	
Raytheon Technical Services Company Attn: Cheryl Jones, Contracts Manager Bay Terrace II 555 Forge River Road Suite 120 Webster, TX 77598-4357	

CODE	FACILITY CODE
(X) 9A. AMENDMENT OF SOLICITATION NO.	9B. DATED (SEE ITEM 11)
X 10A. MODIFICATION OF CONTRACT/ORDER NO. NAS 9-02102	10B. DATED (SEE ITEM 13) 2/3/03

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended, ☐ is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and returning ☐ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer Submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required) 4200167436 \$2,568,386.74 Total Obligation: \$2,568,386.74

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.(X)

(X)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
X	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b). FAR 52-232-22, Limitation of Funds & Clause B.4. CONTRACT FUNDING
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	d. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor ☒ is not, ☐ is required to sign this document and return _____ copies to the issuing office.

14. description of amendment/modification (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

The purpose of this modification is to modify Clause B.4, **CONTRACT FUNDING** and increase contract funding by \$2,568,386.74 from \$72,827,849.33 to \$75,396,236.07. The replacement pages are attached. Changes have been bolded and bar marked.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Cynthia W, Maclean, Contracting Officer	
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY (Signature of Contracting Officer)	16C. DATE SIGNED

Funding Recapitulation

	Mod 67	Additional Funding Mod 68	TOTAL
Cost	\$ 67,530,787.44	\$ 2,367,176.72	\$ 69,897,964.16
	\$ 5,297,061.89	\$ 201,210.02	\$ 5,498,271.91
Total	\$ 72,827,849.33	\$ 2,568,386.74	\$ 75,396,236.07

B.4 CONTRACT FUNDING. (NFS 1852.232-81)(JUNE 1990)

(a.) For purposes of payment of cost, exclusive of fee, in accordance with the Limitation of Funds clause, the total amount allotted by the Government to this contract is **\$69,897,964.16**. This allotment is for [Insert applicable item number(s), task(s), or work description] and covers the following estimated period of performance: **September 1, 2006**.

(b.) An additional amount of **\$5,498,271.91** is obligated under this contract for payment of fee.

(End-of-Clause)

B.5 MINIMUM AND MAXIMUM INDEFINITE DELIVERY, INDEFINITE QUANTITY (IDIQ) CONTRACT VALUE

The guaranteed minimum quantity of work which will be required under this contract, and which will be initiated through the issuance of task orders, shall be \$10,000. There will be no further obligation on the part of the Government to issue additional task orders thereafter. The total maximum value is \$2.4 million for the 2-year period of performance. If additional performance terms are awarded, the maximum value for IDIQ work will increase by \$1,200,000 per year.

B.6 INDEFINITE QUANTITY WORK – UNIT PRICED RATE

Work that is of a nonrecurring nature and cannot be sufficiently identified, predetermined, or quantified in advance is identified as IDIQ work. The IDIQ work the Government currently anticipates is identified in Section C.5.10 of the Statement of Work. IDIQ work will be issued as Task Orders/Delivery Orders. The Contracting Officer will request a proposal from the contractor when the requirement can be defined well enough to price the effort. The contractor's proposal shall be based on the unit priced rates identified below, reasonable labor hours and material dollars and other direct costs (ODC). The price of the Task Order (including profit for Task Orders) shall be negotiated between the Contractor and the Contracting Officer. IDIQ work may be issued by facsimile, or by electronic commerce methods. IDIQ work shall be ordered in accordance with clauses entitled "Ordering," "Order Limitations," and "Indefinite

AMENDMENT OF SOLICITATION/ MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 3
2. AMENDMENT/MODIFICATION NO. 69	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. 4200172556	5. PROJECT NO. (If applicable)
6. ISSUED BY CODE	BH2/JFJ	7. ADMINISTERED BY (If other than Item 6)	CODE

NASA/Johnson Space Center
Attn: BH/Michael Ballard
2101 NASA Parkway
Houston, TX 77058-3696

See Block 6

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and ZIP Code)

Raytheon Technical Services Company
Attn: Cheryl Jones, Contracts Manager
Bay Terrace II
555 Forge River Road Suite 120
Webster, TX 77598-4357

CODE	FACILITY CODE
(X) 9A. AMENDMENT OF SOLICITATION NO.	9B. DATED (SEE ITEM 11)
X 10A. MODIFICATION OF CONTRACT/ORDER NO. NAS 9-02102	10B. DATED (SEE ITEM 13) 2/3/03

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended, ☐ is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and returning ☐ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer Submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required) 4200172556 \$ Total Obligation: \$1,558,420.00

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS,
IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.(X)

(X)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
X	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b). FAR 52-232-22, Limitation of Funds & Clause B.4. CONTRACT FUNDING
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	d. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor ☒ is not, ☐ is required to sign this document and return _____ copies to the issuing office.

14. description of amendment/modification (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

The purpose of this modification is to modify Clause B.4, CONTRACT FUNDING and increase contract funding by \$1,558,420.00 from \$75,396,236.07 to \$76,954,656.07. The replacement pages are attached. Changes have been bolded and bar marked.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Cynthia W, Maclean, Contracting Officer	
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY (Signature of Contracting Officer)	16C. DATE SIGNED

Funding Recapitulation

	Mod 68	Additional Funding Mod 69	TOTAL
Cost	\$ 69,897,964.16	\$ 1,436,332.00	\$ 71,334,296.16
	\$ 5,498,271.91	\$ 122,088.00	\$ 5,620,359.91
Total	\$ 75,396,236.07	\$ 1,558,420.00	\$ 76,954,656.07

B.4 CONTRACT FUNDING. (NFS 1852.232-81)(JUNE 1990)

(a.) For purposes of payment of cost, exclusive of fee, in accordance with the Limitation of Funds clause, the total amount allotted by the Government to this contract is **\$71,334,296.16**. This allotment is for [Insert applicable item number(s), task(s), or work description] and covers the following estimated period of performance: **September 21, 2006**.

(b.) An additional amount of **\$5,620,359.91** is obligated under this contract for payment of fee.

(End-of-Clause)

B.5 MINIMUM AND MAXIMUM INDEFINITE DELIVERY, INDEFINITE QUANTITY (IDIQ) CONTRACT VALUE

The guaranteed minimum quantity of work which will be required under this contract, and which will be initiated through the issuance of task orders, shall be \$10,000. There will be no further obligation on the part of the Government to issue additional task orders thereafter. The total maximum value is \$2.4 million for the 2-year period of performance. If additional performance terms are awarded, the maximum value for IDIQ work will increase by \$1,200,000 per year.

B.6 INDEFINITE QUANTITY WORK – UNIT PRICED RATE

Work that is of a nonrecurring nature and cannot be sufficiently identified, predetermined, or quantified in advance is identified as IDIQ work. The IDIQ work the Government currently anticipates is identified in Section C.5.10 of the Statement of Work. IDIQ work will be issued as Task Orders/Delivery Orders. The Contracting Officer will request a proposal from the contractor when the requirement can be defined well enough to price the effort. The contractor's proposal shall be based on the unit priced rates identified below, reasonable labor hours and material dollars and other direct costs (ODC). The price of the Task Order (including profit for Task Orders) shall be negotiated between the Contractor and the Contracting Officer. IDIQ work may be issued by facsimile, or by electronic commerce methods. IDIQ work shall be ordered in accordance with clauses entitled "Ordering," "Order Limitations," and "Indefinite

AMENDMENT OF SOLICITATION/ MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 3
2. AMENDMENT/MODIFICATION NO. 70	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. 4200172844 & 4200168042	5. PROJECT NO. (If applicable)
6. ISSUED BY NASA/Johnson Space Center Attn: BH/Michael Ballard 2101 NASA Parkway Houston, TX 77058-3696	CODE BH3/JFJ	7. ADMINISTERED BY (If other than Item 6)	CODE

See Block 6

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and ZIP Code)	
Raytheon Technical Services Company Attn: Cheryl Jones, Contracts Manager Bay Terrace II 555 Forge River Road Suite 120 Webster, TX 77598-4357	

CODE	FACILITY CODE
(X) 9A. AMENDMENT OF SOLICITATION NO.	9B. DATED (SEE ITEM 11)
X 10A. MODIFICATION OF CONTRACT/ORDER NO. NAS 9-02102	10B. DATED (SEE ITEM 13) 2/3/03

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended, ☐ is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and returning ☐ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer Submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required) Total Obligation: \$56,822.00

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.(x)

(x)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
X	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b). FAR 52-232-22, Limitation of Funds & Clause B.4. CONTRACT FUNDING
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	d. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor ☒ is not, ☐ is required to sign this document and return _____ copies to the issuing office.

14. description of amendment/modification (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

The purpose of this modification is to modify Clause B.4, CONTRACT FUNDING and increase contract funding by \$56,822.00 from \$76,954,656.07 to \$77,011,478.07. The replacement pages are attached. Changes have been bolded and bar marked.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Stephanie D. Hunter, Contracting Officer	
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY (Signature of Contracting Officer)	16C. DATE SIGNED

Funding Recapitulation

	Mod 69	Additional Funding Mod 70	TOTAL
Cost	\$ 71,334,296.16	\$ 52,370.51	\$ 71,386,666.67
	\$ 5,620,359.91	\$ 4,451.49	\$ 5,624,811.40
Total	\$ 76,954,656.07	\$ 56,822.00	\$ 77,011,478.07

B.4 CONTRACT FUNDING. (NFS 1852.232-81)(JUNE 1990)

(a.) For purposes of payment of cost, exclusive of fee, in accordance with the Limitation of Funds clause, the total amount allotted by the Government to this contract is **\$71,386,666.67**. This allotment is for [Insert applicable item number(s), task(s), or work description] and covers the following estimated period of performance: **September 21, 2006**.

(b.) An additional amount of **\$5,624,811.40** is obligated under this contract for payment of fee.

(End-of-Clause)

B.5 MINIMUM AND MAXIMUM INDEFINITE DELIVERY, INDEFINITE QUANTITY (IDIQ) CONTRACT VALUE

The guaranteed minimum quantity of work which will be required under this contract, and which will be initiated through the issuance of task orders, shall be \$10,000. There will be no further obligation on the part of the Government to issue additional task orders thereafter. The total maximum value is \$2.4 million for the 2-year period of performance. If additional performance terms are awarded, the maximum value for IDIQ work will increase by \$1,200,000 per year.

B.6 INDEFINITE QUANTITY WORK – UNIT PRICED RATE

Work that is of a nonrecurring nature and cannot be sufficiently identified, predetermined, or quantified in advance is identified as IDIQ work. The IDIQ work the Government currently anticipates is identified in Section C.5.10 of the Statement of Work. IDIQ work will be issued as Task Orders/Delivery Orders. The Contracting Officer will request a proposal from the contractor when the requirement can be defined well enough to price the effort. The contractor's proposal shall be based on the unit priced rates identified below, reasonable labor hours and material dollars and other direct costs (ODC). The price of the Task Order (including profit for Task Orders) shall be negotiated between the Contractor and the Contracting Officer. IDIQ work may be issued by facsimile, or by electronic commerce methods. IDIQ work shall be ordered in accordance with clauses entitled "Ordering," "Order Limitations," and "Indefinite

AMENDMENT OF SOLICITATION/ MODIFICATION OF CONTRACT		1. CONTRACT ID CODE		PAGE OF PAGES 1 3	
2. AMENDMENT/MODIFICATION NO. 71		3. EFFECTIVE DATE See Block 16C		4. REQUISITION/PURCHASE REQ. NO. 4200177599	
5. PROJECT NO. (If applicable)		6. ISSUED BY CODE		7. ADMINISTERED BY (If other than Item 6) CODE	

NASA/Johnson Space Center
Attn: BH3/Michael D. Ballard
2101 NASA Parkway
Houston, TX 77058-3696

See Block 6

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and ZIP Code)

Raytheon Technical Services Company
Attn: Cheryl Jones, Contracts Manager
Bay Terrace II
555 Forge River Road Suite 120
Webster, TX 77598-4357

CODE		FACILITY CODE	
(x)	9A. AMENDMENT OF SOLICITATION NO.	9B. DATED (SEE ITEM 11)	
X	10A. MODIFICATION OF CONTRACT/ORDER NO. NAS 9-02102	10B. DATED (SEE ITEM 13) 2/3/03	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended, ☐ is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and returning ☐ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer Submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required) Total Obligation: \$1,069,158.00

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS.
IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.(x)

(x)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
X	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b). FAR 52.232-22, Limitation of Funds & Clause B.4. CONTRACT FUNDING
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	d. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor ☒ is not, ☐ is required to sign this document and return _____ copies to the issuing office.

14. description of amendment/modification (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

The purpose of this modification is to modify Clause B.4, CONTRACT FUNDING and increase contract funding by \$1,069,158.00 from \$77,011,478.07 to \$78,080,636.07. The replacement pages are attached. Changes have been bolded and bar marked.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Cynthia W. Maclean, Contracting Officer	
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY (Signature of Contracting Officer)	16C. DATE SIGNED

Funding Recapitulation

	Thru Mod 70	Additional Funding Mod 71	TOTAL
Cost	\$ 71,386,666.67	\$ 985,399.08	\$ 72,372,065.75
	\$ 5,624,811.40	\$ 83,758.92	\$ 5,708,570.32
Total	\$ 77,011,478.07	\$ 1,069,158.00	\$ 78,080,636.07

B.4 CONTRACT FUNDING. (NFS 1852.232-81)(JUNE 1990)

(a.) For purposes of payment of cost, exclusive of fee, in accordance with the Limitation of Funds clause, the total amount allotted by the Government to this contract is **\$72,372,065.75**. This allotment is for [Insert applicable item number(s), task(s), or work description] and covers the following estimated period of performance: October 16, 2006.

(b.) An additional amount of **\$5,708,570.32** is obligated under this contract for payment of fee.

(End-of-Clause)

B.5 MINIMUM AND MAXIMUM INDEFINITE DELIVERY, INDEFINITE QUANTITY (IDIQ) CONTRACT VALUE

The guaranteed minimum quantity of work which will be required under this contract, and which will be initiated through the issuance of task orders, shall be \$10,000. There will be no further obligation on the part of the Government to issue additional task orders thereafter. The total maximum value is \$2.4 million for the 2-year period of performance. If additional performance terms are awarded, the maximum value for IDIQ work will increase by \$1,200,000 per year.

B.6 INDEFINITE QUANTITY WORK – UNIT PRICED RATE

Work that is of a nonrecurring nature and cannot be sufficiently identified, predetermined, or quantified in advance is identified as IDIQ work. The IDIQ work the Government currently anticipates is identified in Section C.5.10 of the Statement of Work. IDIQ work will be issued as Task Orders/Delivery Orders. The Contracting Officer will request a proposal from the contractor when the requirement can be defined well enough to price the effort. The contractor's proposal shall be based on the unit priced rates identified below, reasonable labor hours and material dollars and other direct costs (ODC). The price of the Task Order (including profit for Task Orders) shall be negotiated between the Contractor and the Contracting Officer. IDIQ work may be issued by facsimile, or by electronic commerce methods. IDIQ work shall be ordered in accordance with clauses entitled "Ordering," "Order Limitations," and "Indefinite

AMENDMENT OF SOLICITATION/ MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 2
2. AMENDMENT/MODIFICATION NO. 72	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
6. ISSUED BY CODE	BH2/JEH	7. ADMINISTERED BY (If other than Item 6)	CODE

NASA/Johnson Space Center
Attn: BH/Michael Ballard
2101 NASA Parkway
Houston, TX 77058-3696

See Block 6

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and ZIP Code)

Raytheon Technical Services Company
Attn: Cheryl Jones, Contracts Manager
Bay Terrace II
555 Forge River Road Suite 120
Webster, TX 77598-4357

CODE	FACILITY CODE
(X) 9A. AMENDMENT OF SOLICITATION NO.	9B. DATED (SEE ITEM 11)
X 10A. MODIFICATION OF CONTRACT/ORDER NO. NAS 9-02102	10B. DATED (SEE ITEM 13) 2/3/03

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended, ☐ is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and returning ☐ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer Submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS,
IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.(x)

(x)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	d. OTHER (Specify type of modification and authority) Attachment J-3, Performance Evaluation Plan, B. Evaluation Factors

E. IMPORTANT: Contractor ☒ is not, ☐ is required to sign this document and return _____ copies to the issuing office.

14. description of amendment/modification (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

The purpose of this modification is to: Replace in its entirety page J3-3 of Attachment J-3, Performance Evaluation Plan.

Replacement page is attached. Changes have been vertically bar-marked.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Cynthia W. Maclean, Contracting Officer	
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY (Signature of Contracting Officer)	16C. DATE SIGNED

Contracting Officer within 7 calendar days from the receipt of the PEB's evaluation and recommendation.

6. After considering available pertinent information and recommendations, the FDO shall make an award fee determination. In the event the FDO has not received the submission from the Contractor, the FDO will not make an award fee determination prior to the expiration of the 7-day period prescribed above for Contractor submission unless the Contractor has affirmatively indicated, in writing, that no Contractor submission will be made.

B. EVALUATION FACTORS

In evaluating the performance of the Contractor, the Government will evaluate major elements of Contractor performance considering technical, management and cost performance. The factors for evaluation of Contractor performance for determination of award fee are defined below. The specific weights may be changed unilaterally by the Government, who will give the Contractor written notice prior to the beginning of the applicable evaluation period.

<u>Evaluation Factors</u>	<u>Weight</u>
Technical Performance	40%
a. Quality of Work Products	
b. Meeting Schedule Milestones	
Management Performance	35%
a. Program Management	
b. Safety and Health	
c. Small Disadvantaged and Woman Owned Business Utilization	
Cost Performance	25%

C. AWARD FEE AVAILABLE EACH PERIOD

The amount of award fee available for each period of this contract will be based on the percentage of completion as determined by the Contracting Officer. Award fee available but not earned will not be available for earning under future award fee periods or other provision of this contract.

D. EVALUATION SCALE

AMENDMENT OF SOLICITATION/ MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 3
2. AMENDMENT/MODIFICATION NO. 73	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. 4200180050	5. PROJECT NO. (If applicable)
6. ISSUED BY NASA/Johnson Space Center Attn: BH3/Michael D. Ballard 2101 NASA Parkway Houston, TX 77058-3696	CODE BH3/JFJ	7. ADMINISTERED BY (If other than Item 6)	CODE See Block 6

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and ZIP Code)

Raytheon Technical Services Company
Attn: Cheryl Jones, Contracts Manager
Bay Terrace II
555 Forge River Road Suite 120
Webster, TX 77598-4357

CODE	FACILITY CODE
(X) 9A. AMENDMENT OF SOLICITATION NO.	9B. DATED (SEE ITEM 11)
X 10A. MODIFICATION OF CONTRACT/ORDER NO. NAS 9-02102	10B. DATED (SEE ITEM 13) 2/3/03

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended, ☐ is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and returning ☐ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer Submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required) Total Obligation: \$3,200,000.00

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.(x)

(x)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
X	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b). FAR 52.232-22, Limitation of Funds & Clause B.4. CONTRACT FUNDING
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	d. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor ☒ is not, ☐ is required to sign this document and return _____ copies to the issuing office.

14. description of amendment/modification (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

The purpose of this modification is to modify Clause B.4, CONTRACT FUNDING and increase contract funding by \$3,200,000.00 from \$78,080,636.07 to \$81,280,636.07. The replacement pages are attached. Changes have been bolded and bar marked.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Cynthia W. Maclean, Contracting Officer	
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY (Signature of Contracting Officer)	16C. DATE SIGNED

B.4 CONTRACT FUNDING. (NFS 1852.232-81)(JUNE 1990)

(a.) For purposes of payment of cost, exclusive of fee, in accordance with the Limitation of Funds clause, the total amount allotted by the Government to this contract is **\$75,572,065.75**. This allotment is for [Insert applicable item number(s), task(s), or work description] and covers the following estimated period of performance: December 26, 2006.

(b.) An additional amount of **\$5,908,570.32** is obligated under this contract for payment of fee.

(End-of-Clause)

B.5 MINIMUM AND MAXIMUM INDEFINITE DELIVERY, INDEFINITE QUANTITY (IDIQ) CONTRACT VALUE

The guaranteed minimum quantity of work which will be required under this contract, and which will be initiated through the issuance of task orders, shall be \$10,000. There will be no further obligation on the part of the Government to issue additional task orders thereafter. The total maximum value is \$2.4 million for the 2-year period of performance. If additional performance terms are awarded, the maximum value for IDIQ work will increase by \$1,200,000 per year.

B.6 INDEFINITE QUANTITY WORK – UNIT PRICED RATE

Work that is of a nonrecurring nature and cannot be sufficiently identified, predetermined, or quantified in advance is identified as IDIQ work. The IDIQ work the Government currently anticipates is identified in Section C.5.10 of the Statement of Work. IDIQ work will be issued as Task Orders/Delivery Orders. The Contracting Officer will request a proposal from the contractor when the requirement can be defined well enough to price the effort. The contractor's proposal shall be based on the unit priced rates identified below, reasonable labor hours and material dollars and other direct costs (ODC). The price of the Task Order (including profit for Task Orders) shall be negotiated between the Contractor and the Contracting Officer. IDIQ work may be issued by facsimile, or by electronic commerce methods. IDIQ work shall be ordered in accordance with clauses entitled "Ordering," "Order Limitations," and "Indefinite

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE		PAGE OF PAGES	
				1 4	
2. AMENDMENT/MODIFICATION NO.		3. EFFECTIVE DATE		4. REQUISITION/PURCHASE REQ. NO.	
000074		See Block 16C		4200180150	
6. ISSUED BY		CODE		7. ADMINISTERED BY (If other than Item 6)	
NASA/Johnson Space Center Attn: Cynthia W. Maclean 2101 NASA Parkway Houston TX 77058-3696		JSC		CODE JSC	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)		(x)		9A. AMENDMENT OF SOLICITATION NO.	
RAYTHEON TECHNICAL SERVICES COMPANY Attn: Cheryl Jones 2224 BAY AREA BLVD HOUSTON TX 77058-2099				9B. DATED (SEE ITEM 11)	
		x		10A. MODIFICATION OF CONTRACT/ORDER NO.	
				NAS9-02102	
				10B. DATED (SEE ITEM 11)	
				02/03/2003	
CODE		FACILITY CODE			
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS					
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended. <input type="checkbox"/> is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.					
12. ACCOUNTING AND APPROPRIATION DATA (If required)		Net Increase:		\$3,200,000.00	
See Schedule					

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) FAR 52.232-22 Limitation of Funds clause and B.4 Contract Funding
E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not. <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.	

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)
 The purpose of this modification is to modify Clause B.4, CONTRACT FUNDING and increase contract funding by \$3,200,000.00 from \$80,276,053.07 to \$83,476,053.07. The funding recapitulation and replacement pages are attached. Changes have been bolded and bar marked.

002 NSOC Incremental Funding
 30,878,331.93
 Incrementally Funded Amount: \$3,200,000.00

Continued ...

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
		Cynthia Maclean	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
(Signature of person authorized to sign)		Cynthia Maclean (Signature of Contracting Officer)	11/21/2006

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
NAS9-02102/000074PAGE OF
2 4

NAME OF OFFEROR OR CONTRACTOR

RAYTHEON TECHNICAL SERVICES COMPANY

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>Delivery Location Code: JSC NASA/Johnson Space Center 2101 NASA Parkway Houston TX 77058-3696 USA Amount: \$30,878,331.99 Accounting Info: 72DX11/6100.2550/72/FC000000/401769.06.06.02.02.0/ 5/000/2550/72/EXCX22007D/733B/1/2 Cost Center: 72DX11 GI Account: 6100.2550 Order: FC000000 WBS Element1: 401769.06.06.02.02.0 WBS Element2: 5 Item Number: 000 Commitment Item: 2550 Funds Center: 72 Fund: EXCX22007D Functional Area: 733B Funded: \$1,825,000.00 Accounting Info: 72DX11/6100.2550/72/FC000000/401769.06.06.02.02.0/ 6/000/2550/72/EXCX22007D/733B/2/3 Cost Center: 72DX11 GI Account: 6100.2550 Order: FC000000 WBS Element1: 401769.06.06.02.02.0 WBS Element2: 6 Item Number: 000 Commitment Item: 2550 Funds Center: 72 Fund: EXCX22007D Functional Area: 733B Funded: \$275,000.00 Accounting Info: 72DX11/6100.2550/72/FC000000/401769.06.06.02.02.0/ 8/000/2550/72/EXCX22007D/733B/3/4 Cost Center: 72DX11 GI Account: 6100.2550 Order: FC000000 WBS Element1: 401769.06.06.02.02.0 WBS Element2: 8 Item Number: 000 Commitment Item: 2550 Funds Center: 72 Fund: EXCX22007D Functional Area: 733B Funded: \$500,000.00 Accounting Info: 72DX11/6100.2550/72/FC000000/609524.09.03.03.02.0/ 2.01/000/2550/72/EXCX22007D/733B/4/5 Cost Center: 72DX11 GI Account: 6100.2550 Order: FC000000 WBS Element1: 609524.09.03.03.02.0 WBS Element2: 2.01 Item Number: 000 Commitment Item: 2550 Funds Center: 72 Fund: EXCX22007D Functional Area: 733B Funded: \$600,000.00</p>				

Funding Recapitulation

	Thru Mod 73	Additional Funding Mod 74	TOTAL
Cost	74395491.56	\$ 3,200,000.00	77395491.56
	5880561.51	\$ 200,000.00	6080561.51
Total	80276053.07	\$ 3,200,000.00	83476053.07

B.4 CONTRACT FUNDING. (NFS 1852.232-81)(JUNE 1990)

(a.) For purposes of payment of cost, exclusive of fee, in accordance with the Limitation of Funds clause, the total amount allotted by the Government to this contract is **\$77,395,491.56**. This allotment is for [Insert applicable item number(s), task(s), or work description] and covers the following estimated period of performance: December 26, 2006.

(b.) An additional amount of **\$6,080,561.51** is obligated under this contract for payment of fee.

(End-of-Clause)

B.5 MINIMUM AND MAXIMUM INDEFINITE DELIVERY, INDEFINITE QUANTITY (IDIQ) CONTRACT VALUE

The guaranteed minimum quantity of work which will be required under this contract, and which will be initiated through the issuance of task orders, shall be \$10,000. There will be no further obligation on the part of the Government to issue additional task orders thereafter. The total maximum value is \$2.4 million for the 2-year period of performance. If additional performance terms are awarded, the maximum value for IDIQ work will increase by \$1,200,000 per year.

B.6 INDEFINITE QUANTITY WORK – UNIT PRICED RATE

Work that is of a nonrecurring nature and cannot be sufficiently identified, predetermined, or quantified in advance is identified as IDIQ work. The IDIQ work the Government currently anticipates is identified in Section C.5.10 of the Statement of Work. IDIQ work will be issued as Task Orders/Delivery Orders. The Contracting Officer will request a proposal from the contractor when the requirement can be defined well enough to price the effort. The contractor's proposal shall be based on the unit priced rates identified below, reasonable labor hours and material dollars and other direct costs (ODC). The price of the Task Order (including profit for Task Orders) shall be negotiated between the Contractor and the Contracting Officer. IDIQ work may be issued by facsimile, or by electronic commerce methods. IDIQ work shall be ordered in accordance with clauses entitled "Ordering," "Order Limitations," and "Indefinite

AMENDMENT OF SOLICITATION/ MODIFICATION OF CONTRACT		1. CONTRACT ID CODE NAS 9-02102		PAGE OF PAGES 1 3	
2. AMENDMENT/MODIFICATION NO. Modification 75		3. EFFECTIVE DATE See Block 16C		4. REQUISITION/PURCHASE REQ. NO. N/A	
5. PROJECT NO. (If applicable)					
6. ISSUED BY NASA Lyndon B. Johnson Space Center Attn: Michael D. Ballard Mail Code BH 2101 NASA Parkway Houston, Texas 77058		7. ADMINISTERED BY (If other than Item 6) CODE			
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and ZIP Code) Raytheon Technical Services Company Bay Terrace II 555 Forge River Road, Suite 120 Attn: Cheryl Jones Webster, TX 77598-4357					
CODE (X)		FACILITY CODE			
9A. AMENDMENT OF SOLICITATION NO.		9B. DATED (SEE ITEM 11)			
X		10A. MODIFICATION OF CONTRACT/ORDER NO. NAS 9-02102			
		10B. DATED (SEE ITEM 13) 2/3/03			

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is ☐ is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and ☐ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.(x)

(x)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	d. OTHER (Specify type of modification and authority) Terms and Conditions of Attachment J-3 Award Fee Plan

E. IMPORTANT: Contractor ☒ is not, ☐ is required to sign this document and return _____ copies to the issuing office.

14. description of amendment/modification (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

AWARD FEE PAYMENT

(See pages 2-3.)

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Cynthia W. Maclean, Contracting Officer	
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY (Signature of Contracting Officer)	16C. DATE SIGNED

- I. The purpose of Modification 75 is to recognize the Award Fee earned for NSOC Performance during the period of April 1, 2006 through September 30, 2006. Of the available Award Fee pool of \$935,281, the contractor is hereby entitled to \$860,458.52. The contractor has provisionally invoiced the Government for \$519,102 during the Award Fee period. Therefore, the amount due and payable to the contractor for Award Fee earned is \$341,356.52.

	Award Fee Available	Award Fee Unearned	Award Fee Earned	Less Provisional Invoiced Amount	Award Fee Due & Payable
Award Fee Period 6	\$935,281	\$74,822.48	\$860,458.52	\$519,102.00	\$341,356.52

- II. In order to reflect the earned award fee, Appendix 3, Award Fee Distribution, of Attachment J-3, is deleted in its entirety and replaced with the following:

Attachment J-3
Performance Evaluation Plan
NAS 9-02102
AWARD FEE DISTRIBUTION

APPENDIX 3
AWARD FEE DISTRIBUTION

<u>EVALUATION PERIOD</u> <u>(BASIC)</u>	<u>AVAILABLE</u> <u>AWARD FEE</u>	<u>EARNED</u> <u>AWARD</u> <u>FEE</u>
04/01/03 - 09/30/03	\$ 739,343	\$635,835
10/01/03 - 03/31/04	\$ 747,445	\$672,701
04/01/04 - 09/30/04	\$ 764,949	\$688,454
10/01/04 - 03/31/05	\$ 804,949	\$708,355.12
04/01/05 - 09/30/05	\$814,742	\$774,004.90
10/01/05 - 03/31/06	\$913,121	\$858,333.74
04/01/06 - 09/30/06	\$ 935,281	\$860,458.52
10/01/06 - 03/31/07	\$ 935,280	
04/01/07 - 09/30/07	\$ 949,384	
10/01/07 - 03/31/08	\$ 949,382	

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE		PAGE OF PAGES 1 4	
2. AMENDMENT/MODIFICATION NO. 000076		3. EFFECTIVE DATE See Block 16C		4. REQUISITION/PURCHASE REQ. NO. See Schedule	
5. PROJECT NO. (If applicable)		6. ISSUED BY CODE JSC		7. ADMINISTERED BY (If other than Item 6) CODE JSC	
NASA/Johnson Space Center Attn: Cynthia W. Maclean 2101 NASA Parkway Houston TX 77058-3696		NASA/Johnson Space Center Attn: Cynthia W. Maclean/BH 2101 NASA Parkway Houston TX 77058-3696			
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) RAYTHEON TECHNICAL SERVICES COMPANY Attn: Cheryl Jones 2224 BAY AREA BLVD HOUSTON TX 77058-2099		9A. AMENDMENT OF SOLICITATION NO. 9B. DATED (SEE ITEM 11) X 10A. MODIFICATION OF CONTRACT/ORDER NO. NAS9-02102 10B. DATED (SEE ITEM 11) 02/03/2003			
CODE		FACILITY CODE			

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended. ☐ is not extended.
 Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required) Net Increase: \$2,016,000.00

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) FAR 52.232-22 Limitation of Funds Clause and B.4 contract funding

E. IMPORTANT: Contractor ☒ is not. ☐ is required to sign this document and return _____ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

The purpose of this modification is to modify clause B.4, contract funding and increase contract funding by \$2,016,000.00 from \$83,476,053.07 to \$85,492,053.07.

Delivery Location Code: JSC
 NASA/Johnson Space Center
 2101 NASA Parkway
 Houston TX 77058-3696 USA
 Continued ...

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Cynthia Maclean	
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA (Signature of Contracting Officer)	16C. DATE SIGNED 12/11/2006

NAME OF OFFEROR OR CONTRACTOR
RAYTHEON TECHNICAL SERVICES COMPANY

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)

Funding Recapitulation

	Thru Mod 75	Additional Funding Mod 76	TOTAL
Cost	77,395,491.56	\$ 1,857,614.00	79,253,105.56
	6,080,561.51	\$ 158,386.00	6,238,947.51
Total	83,476,053.07	\$ 2,016,000.00	85,492,053.07

B.4 CONTRACT FUNDING. (NFS 1852.232-81)(JUNE 1990)

(a.) For purposes of payment of cost, exclusive of fee, in accordance with the Limitation of Funds clause, the total amount allotted by the Government to this contract is **\$79,253,105.56**. This allotment is for [Insert applicable item number(s), task(s), or work description] and covers the following estimated period of performance: February 8, 2006.

(b.) An additional amount of **\$6,238,947.51** is obligated under this contract for payment of fee.

(End-of-Clause)

B.5 MINIMUM AND MAXIMUM INDEFINITE DELIVERY, INDEFINITE QUANTITY (IDIQ) CONTRACT VALUE

The guaranteed minimum quantity of work which will be required under this contract, and which will be initiated through the issuance of task orders, shall be \$10,000. There will be no further obligation on the part of the Government to issue additional task orders thereafter. The total maximum value is \$2.4 million for the 2-year period of performance. If additional performance terms are awarded, the maximum value for IDIQ work will increase by \$1,200,000 per year.

B.6 INDEFINITE QUANTITY WORK – UNIT PRICED RATE

Work that is of a nonrecurring nature and cannot be sufficiently identified, predetermined, or quantified in advance is identified as IDIQ work. The IDIQ work the Government currently anticipates is identified in Section C.5.10 of the Statement of Work. IDIQ work will be issued as Task Orders/Delivery Orders. The Contracting Officer will request a proposal from the contractor when the requirement can be defined well enough to price the effort. The contractor's proposal shall be based on the unit priced rates identified below, reasonable labor hours and material dollars and other direct costs (ODC). The price of the Task Order (including profit for Task Orders) shall be negotiated between the Contractor and the Contracting Officer. IDIQ work may be issued by facsimile, or by electronic commerce methods. IDIQ work shall be ordered in accordance with clauses entitled "Ordering," "Order Limitations," and "Indefinite

AMENDMENT OF SOLICITATION/ MODIFICATION OF CONTRACT		1. CONTRACT ID CODE NAS 9-02102	PAGE OF PAGES 1 11
2. AMENDMENT/MODIFICATION NO. Modification 77	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. N/A	5. PROJECT NO. (If applicable) N/A
6. ISSUED BY NASA LYNDON B. JOHNSON SPACE CENTER Attn: BH/Sheela Logan 2101 NASA Parkway Houston, TX 77058-3696	CODE BH/JEH	7. ADMINISTERED BY (If other than Item 6) 	CODE

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and ZIP Code)

Raytheon Technical Services Company
Attn: Cheryl Jones, Contracts Manager
Bay Terrace II
555 Forge River Road Suite 120
Webster, TX 77598-4357

CODE (X)	9A. AMENDMENT OF SOLICITATION NO.	FACILITY CODE 9B. DATED (SEE ITEM 11)
X	10A. MODIFICATION OF CONTRACT/ORDER NO. NAS 9-02102	10B. DATED (SEE ITEM 13) 2/3/03

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers ☐ is extended, ☐ is not extended.
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing items 8 and 15, and returning ☐ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted, or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS,
IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.(x)

(x)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) Mutual Agreement of Parties: FAR 52.243-2, Changes - Cost Reimbursement (Aug 87), Alt. II (Apr 84).

E. IMPORTANT: Contractor ☐ is not, ☒ is required to sign this document and return **3** copies to the issuing office.

14. description of amendment/modification (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

The purpose of this modification is to add clause G.15 - PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL, (FAR 52.204-9) (JAN 2006) and Attachment J-8. This modification is agreed to be a complete and equitable adjustment for the additional requirements contained in this modification. The contractor hereby releases the Government from any and all liability under this contract for further equitable adjustments.

See Page 2.

Except as provided herein, all terms and conditions of the document referenced in item 9A or 10A, as heretofore changed, remain unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print) Cynthia W. Macleann, Contracting Officer		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Cynthia W. Macleann, Contracting Officer	
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY (Signature of Contracting Officer)	16C. DATE SIGNED

NBN 7640-01-162-8070
PREVIOUS EDITION UNUSABLE

30-105
JSC MS Word (Aug 85)

STANDARD FORM 30 (Rev. 10-83)
Prescribed by GSA
FAR (48 CFR) 63.243

Replacement pages are attached and hereby incorporated into the contract. Changes are in bold.

Estimated Cost	\$92,600,513	\$86,370	\$92,686,883
Maximum Available	\$8,553,872	\$8,205	
Award Fee			\$8,562,077
Cost Plus Award Fee	\$101,154,385	\$94,575	\$101,248,960

B.3 Reconciliation	Prior to Mod 77	Mod 77 Basic	Mod 77
---------------------------	-----------------	--------------	--------

Award Fee Reconciliation

Evaluation Period	Prior to Mod 77	Mod 77	Revised Total
Basic			
04/01/03-09/30/03 (Earned)	\$635,835		
10/01/03-03/31/04 (Earned)	\$672,701		
04/01/04-09/31/04 (Earned)	\$688,454		
10/01/04-03/31/05 (Earned)	\$708,355		
04/01/05-09/31/05 (Earned)	\$774,005		
10/01/05-03/31/06 (Earned)	\$858,334		
04/01/06 - 09/30/06 (Earned)	\$860,458		
10/01/06 – 03/31/07 (Available)	\$935,280	\$1141	\$936,421
Option 3			
04/01/07 - 09/30/07 (Available)	\$949,384	\$3532	\$952,916
10/01/07 - 03/31/08 (Available)	\$949,382	\$3532	\$952,914

PART I - THE SCHEDULE

SECTION B - SUPPLIES OR SERVICES AND PRICE/COSTS

B.1 SUPPLIES AND/OR SERVICES TO BE FURNISHED

The contractor shall provide all resources and services (except as may be expressly stated in this contract as furnished by the Government) necessary to operate, maintain, and provide sustaining engineering for the Neutral Buoyancy Laboratory, the Space Vehicle Mockup Facility, and 920L, the Logistics and Mockup Facility, in accordance with the Work Statement in Section C.

This is a performance based, cost reimbursable type of contract. The contract performance will be measured in accordance with the award fee evaluation plan discussed elsewhere in the schedule.

(a.) This contract contains a cost plus award fee (CPAF) core requirement and a cost plus fixed fee (CPFF) indefinite delivery/indefinite quantity (IDIQ) portion.

(b.) All efforts set forth in the Work Statement are Cost Plus Award Fee core portion of this contract, with the exception of Work Statement paragraph C.5.10. Work Statement paragraph C.5.10 is the IDIQ portion of the contract.

(c.) Work Statement paragraph C. 5.10 will be covered by terms and condition of an IDIQ type contract.

(End of clause)

B.2 ESTIMATED COST AND AWARD FEE. (1852.216-85) (SEP 1993)*

The estimated cost of this contract is **\$92,686,883**. The maximum available award fee, excluding base fee, if any, is **\$8,562,077**. The base fee is \$0. Total estimated cost, base fee, and maximum award fee are **\$101,248,960**.

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(End-of-Clause)

*This clause applies to the core work statement, excluding SOW Paragraph 5.10.

B.3. ESTIMATED COST AND FEE FOR THE INDEFINITE DELIVERY/INDEFINITE QUANTITY REQUIREMENTS OF THE CONTRACT.

(a.) Total estimated cost of the IDIQ section of the contract is not to exceed (NTE) \$ 8,800,000. See task order procedures.

(b.) Breakout of estimated cost, fixed fee earned by Task/Delivery Order is as follows

3

(d.) Section I, page I-2, 52.222-2 "PAYMENT FOR OVERTIME PREMIUMS" shall be modified to change the overtime premium cost not to exceed amount to \$ 0.

OPTION F.6-3 (12 MONTHS)

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(a.) B.2 entitled, "ESTIMATED COST, AWARD FEE" shall be modified to read:

"The estimated cost of this contract is **\$92,686,883**. The maximum available award fee, excluding base fee, if any, is **\$8,562,077**. The base fee is **\$ 0**. Total estimated cost, base fee, and maximum award fee are **\$ 101,248,960**. "

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(b.) B.3 entitled, "Estimated Cost and Fee for the indefinite delivery/indefinite quantity requirements of the contract." Modified to read:

"(a) Total estimated cost of the IDIQ section of the contract is
NTE \$ 10,000,000. See task order procedures."

(c.) F.3 entitled, "Completion of Work" shall be modified to change the end date of the period of performance for SOW from March 31, 2007 to **March 31, 2008**.

(d.) Section I, page I-2, 52.222-2 "PAYMENT FOR OVERTIME PREMIUMS" shall be modified to change the overtime premium cost not to exceed amount to \$ 0.

F.7 BILLS OF LADING. (1852.247-73) (JUNE 2002)

The purpose of this clause is to define when a commercial bill of lading or a government bill of lading is to be used when shipments of deliverable items under this contract are f.o.b. origin.

(a) Commercial Bills of Lading. All domestic shipments shall be made via commercial bills of lading (CBLs). The Contractor shall prepay domestic transportation charges. The Government shall reimburse the Contractor for these charges if they are added to the invoice as a separate line item supported by the paid freight receipts. If paid receipts in support of the invoice are not obtainable, a statement as described below must be completed, signed by an authorized company representative, and attached to the invoice.

"I certify that the shipments identified below have been made, transportation charges have been paid by (company name), and paid freight or comparable receipts are not obtainable.

Contract or Order Number: NAS 9-02102

Destination: Johnson Space Center "

a. The following clause is hereby added to Section G:

G.15 PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (FAR 52.204-9) (JAN 2006)

a) The Contractor shall comply with agency personal identity verification procedures identified in the contract that implement Homeland Security Presidential Directive-12 (HSPD-12), Office of Management and Budget (OMB) guidance M-05-24, and Federal Information Processing Standards Publication (FIPS PUB) Number 201.

(b) The Contractor shall insert this clause in all subcontracts when the subcontractor is required to have physical access to a federally-controlled facility or access to a Federal information system.

(End of clause)

[END OF SECTION]

APPENDIX 3
AWARD FEE DISTRIBUTION

<u>EVALUATION PERIOD (BASIC)</u>	<u>AVAILABLE AWARD FEE</u>	<u>EARNED AWARD FEE</u>
04/01/03 - 09/30/03	\$ 739,343	\$635,835
10/01/03 - 03/31/04	\$ 747,445	\$672,701
04/01/04 - 09/30/04	\$ 764,949	\$688,454
10/01/04 - 03/31/05	\$ 804,949	\$708,355.12
04/01/05 - 09/30/05	\$814,742	\$774,004.90
10/01/05 - 03/31/06	\$913,121	\$858,333.74
04/01/06 - 09/30/06	\$ 935,281	\$860,458.52
10/01/06 - 03/31/07	\$ 935,280	
<u>EVALUATION PERIOD (OPTION 3)</u>		
04/01/07 - 09/30/07	\$ 949,384	
10/01/07 - 03/31/08	\$ 949,382	

PART III - LIST OF DOCUMENTS, EXHIBITS
AND OTHER ATTACHMENTS

SECTION J - LIST OF ATTACHMENTS

ATTACHMENT NO.	TITLE	DATE
*J-1	Work Statement	10/02
*J-2	JSC Data Requirement List (DRL) and Description (DRD)	10/02
J-3	Performance Evaluation Plan	10/02
*J-4	Installation Furnished Property	
*J-5	DOL Wage Determination	
J-6	Safety and Health Plan By Reference	
J-7	Small Business Plan By Reference	
J-8	Personal Identification Verification of Contractor Personnel	

*Raytheon acknowledges receipt of the updated Attachments J1, J2, J4 and J5 via Request for FRP dated 10/21/02 and RFP Amendment #5. No modifications were made nor exceptions taken to these documents in the preparation of this proposal revision.

[END OF SECTION]

ATTACHMENT J-8

PERSONAL IDENTITY VERIFICATION (PIV) OF CONTRACTOR PERSONNEL

PIV Card Issuance Procedures in accordance with FAR clause 52.204-9, Personal Identity Verification of Contractor Personnel

FIPS 201 Appendix A graphically displays the following procedure for the issuance of a PIV credential.

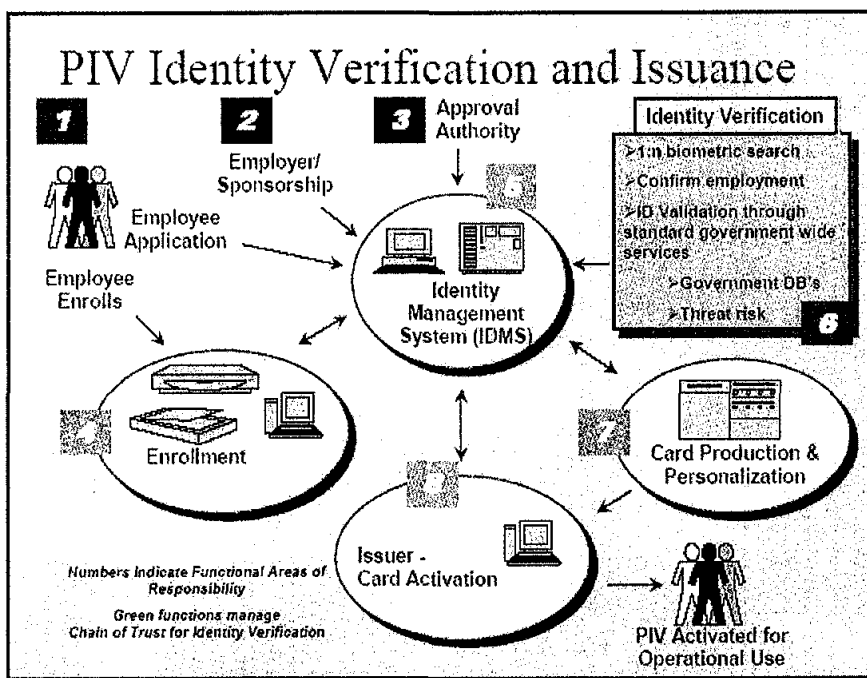


Figure A-1, FIPS 201, Appendix A

The following steps describe the procedures for the NASA Personal Identity Verification Card Issuance (PCI) of a PIV credential:

Step 1:

The Contractor's Corporate Security Officer (CSO), Program Manager (PM), or Facility Security Officer (FSO) submits a formal letter that provides a list of contract employees (applicant) names requesting access to the NASA Contracting Officer's Technical Representative (COTR). In the case of a foreign national applicant, approval through the NASA Foreign National Management System (NFMMS) must be obtained for the visit or assignment before any processing for a PIV credential can take place. Further, if the foreign national is not under a contract where a COTR has been officially designated, the foreign national will provide the information directly to their

visit/assignment host, and the host sponsor will fulfill the duties of the COTR mentioned herein. In each case, the letter shall provide notification of the contract or foreign national employee's (hereafter the "applicant") full name (first, middle and last), social security number (SSN) or NASA Foreign National Management System Visitor Number if the foreign national does not have a SSN, and date of birth. If the contract employee has a current satisfactorily completed National Agency Check with Inquiries (NACI) or an equivalent or higher degree of background investigation, the letter shall indicate the type of investigation, the agency completing the investigation, and date the investigation was completed. Also, the letter must specify the risk/sensitivity level associated with the position in which each applicant will be working (NPR 1600.1, §4.5 is germane) Further, the letter shall also acknowledge that contract employees may be denied access to NASA information or information systems based on an unsatisfactory background investigation/adjudication. .

After reviewing the letter for completeness and concurring with the risk/sensitivity levels, the COTR/host must forward the letter to the Center Chief of Security (CCS). The CCS shall review the OPM databases (e.g., DCII, PIP, et al.), and take appropriate steps to validate the applicant's investigation status. Requirements for a NACI or other investigation shall be initiated only if necessary.

Applicants who do not currently possess the required level of background investigation shall be directed to the e-QIP web site to complete the necessary background investigation forms online. The CCS shall provide to the COTR/host information and instructions on how to access the e-QIP for each contract or foreign national employee requiring access

Step 2:

Upon acceptance of the letter/background information, the applicant will be advised that in order to complete the investigative process, he or she must appear in-person before the authorized PIV registrar and submit two forms of identity source documents in original form. The identity source documents must come from the list of acceptable documents included in Form I-9, Employment Eligibility Verification, one which must be a Federal¹ or State issued picture identification. Fingerprints will be taken at this time. The applicant must appear **no later than** the entry on duty date.

When the applicant appears, the registrar will electronically scan the submitted documents; any document that appears invalid will be rejected by the registrar. The registrar will capture electronically both a facial image and fingerprints of the applicant. The information submitted by the applicant will be used to create or update the applicant identity record in the Identity Management System (IDMS).

Step 3:

Upon the applicant's completion of the investigative document, the CCS reviews the information, and resolves discrepancies with the applicant as necessary. When the applicant has appeared in person and completed fingerprints, the package is electronically submitted to initiate the NACI. The CCS includes a request for feedback on the NAC portion of the NACI at the time the request is submitted.

¹ A non-PIV government identification badge, including the NASA Photo Identification Badge, MAY NOT BE USED for the original issuance of a PIV vetted credential

Step 4:

Prior to authorizing physical access of a contractor employee to a federally-controlled facility or access to a Federal information system, the CCS will a National Crime Information Center (NCIC) with an Interstate Identification Index check is/has been performed. In the case of a foreign national, a national check of the Bureau of Immigration and Customs Enforcement (BICE) database will be performed for each applicant. If this process yields negative information, the CCS will immediately notify the COTR/host of the determination regarding access made by the CCS.

Step 5:

Upon receipt of the completed NAC, the CCS will update IDMS from the NAC portion of the NACI and indicate the result of the suitability determination. If an unsatisfactory suitability determination is rendered, the COTR will advise the contractor that the employee is being denied physical access to all federally-controlled facilities and Federal information systems.

Based on a favorable NAC and NCIC/III or BICE check, the CCS will authorize the issuance of a PIV federal credential in the Physical Access Control System (PACS) database. The CCS, based on information provided by the COTR/host, will determine what physical access the applicant should be granted once the PIV issues the credential.

Step 6:

Using the information provided by the applicant during his or her in-person appearance, the PIV card production facility creates and instantiates the approved PIV card for the applicant with an activation date commensurate with the applicant's start date.

Step 7:

The applicant proceeds to the credential issuance facility to begin processing for receipt of his/her federal credential.

The applicant provides to the credential issuing operator proof of identity with documentation that meets the requirements of FIPS 201 (DHS Employment Eligibility Verification (Form I-9) documents. These documents **must** be the same documents submitted for registration.

The credential issuing operator will verify that the facial image, and optionally reference finger print, matches the enrollment data used to produce the card. Upon verification of identity, the operator will locate the employee's record in the PACS database, and modify the record to indicate the PIV card has been issued. The applicant will select a PIN for use with his or her new PIV card. Although root data is inaccessible to the operator, certain fields (hair color, eye color, et al.) may be modified to more accurately record the employee's information.

The applicant proceeds to a kiosk or other workstation to complete activation of the PIV card using the initial PIN entered at card issuance.

**ALTERNATIVE FOR APPLICANTS WHO DO NOT HAVE A COMPLETED AND
ADJUDICATED NAC AT THE TIME OF ENTRANCE ON DUTY**

Steps 1 through 4 shall be accomplished for all applicants in accordance with the process described above. If the applicant is unable to appear in person until the time of entry on duty, or does not, for any other reason, have a completed and adjudicated NAC portion of the NACI at the time of entrance on duty, the following interim procedures shall apply.

1. If the documents required to submit the NACI have not been completed prior to EOD, the applicant will be instructed to complete all remaining requirements for submission of the investigation request. This includes presentation of I-9 documents and completion of fingerprints, if not already accomplished. If the applicant fails to complete these activities as prescribed in NPR 1600.1 (Chapters 3 & 4), it may be considered as failure to meet the conditions required for physical access to a federally-controlled facility or access to a Federal information system, and result in denial of such access.
2. Based on favorable results of the NCIC, the applicant shall be issued a temporary NASA identification card for a period not-to-exceed six months. If at the end of the six month period the NAC results have not been returned, the agency will at that time make a determination if an additional extension will be granted for the temporary identification card.
3. Upon return of the completed NAC, the process will continue from Step 5.

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE		PAGE OF PAGES 1 3	
2. AMENDMENT/MODIFICATION NO. 000078		3. EFFECTIVE DATE See Block 16C		4. REQUISITION/PURCHASE REQ. NO. 4200186487	
6. ISSUED BY NASA/Johnson Space Center Attn: Cynthia W. Maclean 2101 NASA Parkway Houston TX 77058-3696		CODE JSC		5. PROJECT NO. (If applicable)	
		7. ADMINISTERED BY (If other than Item 6) NASA/Johnson Space Center Attn: Cynthia W. Maclean/BH 2101 NASA Parkway Houston TX 77058-3696		CODE JSC	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) RAYTHEON TECHNICAL SERVICES COMPANY Attn: John Evans 2224 BAY AREA BLVD HOUSTON TX 77058-2099		(x)		9A. AMENDMENT OF SOLICITATION NO.	
				9B. DATED (SEE ITEM 11)	
		x		10A. MODIFICATION OF CONTRACT/ORDER NO. NAS9-02102	
				10B. DATED (SEE ITEM 11) 02/03/2003	
CODE		FACILITY CODE			

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

- ☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended. ☐ is not extended.
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required) Net Increase: \$2,300,000.00

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) FAR 52.232-22, Limitation of Funds Clause; Clause B.4 Contract Funding

E. IMPORTANT: Contractor ☒ is not. ☐ is required to sign this document and return _____ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

The purpose of this modification is to modify Clause B.4, CONTRACT FUNDING, and increase contract funding by \$2,300,000 from \$85,492,053.07 to \$85,792,053.07. The funding recapitulation and replacement pages are attached. Changes have been bolded and bar-marked.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Cynthia Maclean	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
(Signature of person authorized to sign)		(Signature of Contracting Officer)	

Funding Recapitulation

	Thru Mod 77	Additional Funding Mod 78	TOTAL
Cost	\$79,253,105.56	\$2,130,388.13	\$81,383,493.69
	\$6,238,947.51	\$169,611.87	\$6,408,559.38
Total	\$85,492,053.07	\$2,300,000.00	\$87,792,053.07

B.4 CONTRACT FUNDING. (NFS 1852.232-81)(JUNE 1990)

(a.) For purposes of payment of cost, exclusive of fee, in accordance with the Limitation of Funds clause, the total amount allotted by the Government to this contract is **\$81,383,493.69**. This allotment is for [Insert applicable item number(s), task(s), or work description] and covers the following estimated period of performance: **April 15, 2007**.

(b.) An additional amount of **\$6,408,559.38** is obligated under this contract for payment of fee.

(End-of-Clause)

B.5 MINIMUM AND MAXIMUM INDEFINITE DELIVERY, INDEFINITE QUANTITY (IDIQ) CONTRACT VALUE

The guaranteed minimum quantity of work which will be required under this contract, and which will be initiated through the issuance of task orders, shall be \$10,000. There will be no further obligation on the part of the Government to issue additional task orders thereafter. The total maximum value is \$2.4 million for the 2-year period of performance. If additional performance terms are awarded, the maximum value for IDIQ work will increase by \$1,200,000 per year.

B.6 INDEFINITE QUANTITY WORK – UNIT PRICED RATE

Work that is of a nonrecurring nature and cannot be sufficiently identified, predetermined, or quantified in advance is identified as IDIQ work. The IDIQ work the Government currently anticipates is identified in Section C.5.10 of the Statement of Work. IDIQ work will be issued as Task Orders/Delivery Orders. The Contracting Officer will request a proposal from the contractor when the requirement can be defined well enough to price the effort. The contractor's proposal shall be based on the unit priced rates identified below, reasonable labor hours and material dollars and other direct costs (ODC). The price of the Task Order (including profit for Task Orders) shall be negotiated between the Contractor and the Contracting Officer. IDIQ work may be issued by facsimile, or by electronic commerce methods. IDIQ work shall be ordered in accordance with clauses entitled "Ordering," "Order Limitations," and "Indefinite

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE		PAGE OF PAGES 1 3	
2. AMENDMENT/MODIFICATION NO. 79		3. EFFECTIVE DATE See Block 16C		4. REQUISITION/PURCHASE REQ. NO.	
6. ISSUED BY NASA/Johnson Space Center Attn: Cynthia W. Maclean 2101 NASA Parkway Houston TX 77058-3696		CODE JSC		5. PROJECT NO. (If applicable)	
		7. ADMINISTERED BY (If other than Item 6) NASA/Johnson Space Center Attn: Cynthia W. Maclean/BH 2101 NASA Parkway Houston TX 77058-3696		CODE JSC	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) RAYTHEON TECHNICAL SERVICES COMPANY Attn: John Evans 2224 BAY AREA BLVD HOUSTON TX 77058-2099		(x)		9A. AMENDMENT OF SOLICITATION NO.	
				9B. DATED (SEE ITEM 11)	
		x		10A. MODIFICATION OF CONTRACT/ORDER NO. NAS9-02102	
				10B. DATED (SEE ITEM 11) 02/03/2003	
CODE		FACILITY CODE			

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended. ☐ is not extended.
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required) Net Decrease: -\$1,194,750.00

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) FAR 52.232-22, Limitation of Funds Clause; Clause B.4 Contract Funding

E. IMPORTANT: Contractor ☒ is not. ☐ is required to sign this document and return _____ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

The purpose of this modification is to decrease the contract funding from \$87,792,053.07, by \$1,194,750, to \$86,597,303.07. Contract value remains unchanged.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Cynthia Maclean	
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA (Signature of Contracting Officer)	16C. DATE SIGNED

Funding Recapitulation

	Thru Mod 78	Deobligation Mod 79	TOTAL
Cost	\$81,383,493.69	\$1,091,095.89	\$80,292,397.80
	\$6,408,559.38	\$103,654.11	\$6,304,905.27
Total	\$87,792,053.07	\$1,194,750.00	\$86,597,303.07

B.4 CONTRACT FUNDING. (NFS 1852.232-81)(JUNE 1990)

(a.) For purposes of payment of cost, exclusive of fee, in accordance with the Limitation of Funds clause, the total amount allotted by the Government to this contract is **\$80,292,397.80**. This allotment is for [Insert applicable item number(s), task(s), or work description] and covers the following estimated period of performance: **April 15, 2007**.

(b.) An additional amount of **\$6,304,905.27** is obligated under this contract for payment of fee.

(End-of-Clause)

B.5 MINIMUM AND MAXIMUM INDEFINITE DELIVERY, INDEFINITE QUANTITY (IDIQ) CONTRACT VALUE

The guaranteed minimum quantity of work which will be required under this contract, and which will be initiated through the issuance of task orders, shall be \$10,000. There will be no further obligation on the part of the Government to issue additional task orders thereafter. The total maximum value is \$2.4 million for the 2-year period of performance. If additional performance terms are awarded, the maximum value for IDIQ work will increase by \$1,200,000 per year.

B.6 INDEFINITE QUANTITY WORK – UNIT PRICED RATE

Work that is of a nonrecurring nature and cannot be sufficiently identified, predetermined, or quantified in advance is identified as IDIQ work. The IDIQ work the Government currently anticipates is identified in Section C.5.10 of the Statement of Work. IDIQ work will be issued as Task Orders/Delivery Orders. The Contracting Officer will request a proposal from the contractor when the requirement can be defined well enough to price the effort. The contractor's proposal shall be based on the unit priced rates identified below, reasonable labor hours and material dollars and other direct costs (ODC). The price of the Task Order (including profit for Task Orders) shall be negotiated between the Contractor and the Contracting Officer. IDIQ work may be issued by facsimile, or by electronic commerce methods. IDIQ work shall be ordered in accordance with clauses entitled "Ordering," "Order Limitations," and "Indefinite

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE		PAGE OF PAGES 1 3	
2. AMENDMENT/MODIFICATION NO. 80		3. EFFECTIVE DATE See Block 16C		4. REQUISITION/PURCHASE REQ. NO.	
6. ISSUED BY NASA/Johnson Space Center Attn: Cynthia W. Maclean 2101 NASA Parkway Houston TX 77058-3696		CODE JSC		5. PROJECT NO. (If applicable)	
		7. ADMINISTERED BY (If other than Item 6) NASA/Johnson Space Center Attn: Cynthia W. Maclean/BH 2101 NASA Parkway Houston TX 77058-3696		CODE JSC	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) RAYTHEON TECHNICAL SERVICES COMPANY Attn: John Evans 2224 BAY AREA BLVD HOUSTON TX 77058-2099		(X)		9A. AMENDMENT OF SOLICITATION NO.	
				9B. DATED (SEE ITEM 11)	
		X		10A. MODIFICATION OF CONTRACT/ORDER NO. NAS9-02102	
				10B. DATED (SEE ITEM 11) 02/03/2003	
CODE		FACILITY CODE			

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

- ☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended. ☐ is not extended.
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required) Net Increase: \$1,200,000.00

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) FAR 52.232-22, Limitation of Funds Clause; Clause B.4 Contract Funding

E. IMPORTANT: Contractor ☒ is not. ☐ is required to sign this document and return _____ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

The purpose of this modification is to increase contract funding from \$86,597,303.07, by \$1,200,000, to \$87,797,303.07. Contract value remains unchanged.

Delivery Location Code: JSC
NASA/Johnson Space Center
2101 NASA Parkway
Houston TX 77058-3696 USA

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Cynthia Maclean	
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA (Signature of Contracting Officer)	16C. DATE SIGNED

Funding Recapitulation

	Thru Mod 79	Mod 80	TOTAL
Cost	\$80,292,397.80	\$1,095,890.41	\$81,388,288.21
	\$6,304,905.27	\$104,109.59	\$6,409,014.86
Total	\$86,597,303.07	\$1,200,000.00	\$87,797,303.07

B.4 CONTRACT FUNDING. (NFS 1852.232-81)(JUNE 1990)

(a.) For purposes of payment of cost, exclusive of fee, in accordance with the Limitation of Funds clause, the total amount allotted by the Government to this contract is **\$81,388,288.21**. This allotment is for [Insert applicable item number(s), task(s), or work description] and covers the following estimated period of performance: **April 15, 2007**.

(b.) An additional amount of **\$6,409,014.86** is obligated under this contract for payment of fee.

(End-of-Clause)

B.5 MINIMUM AND MAXIMUM INDEFINITE DELIVERY, INDEFINITE QUANTITY (IDIQ) CONTRACT VALUE

The guaranteed minimum quantity of work which will be required under this contract, and which will be initiated through the issuance of task orders, shall be \$10,000. There will be no further obligation on the part of the Government to issue additional task orders thereafter. The total maximum value is \$2.4 million for the 2-year period of performance. If additional performance terms are awarded, the maximum value for IDIQ work will increase by \$1,200,000 per year.

B.6 INDEFINITE QUANTITY WORK – UNIT PRICED RATE

Work that is of a nonrecurring nature and cannot be sufficiently identified, predetermined, or quantified in advance is identified as IDIQ work. The IDIQ work the Government currently anticipates is identified in Section C.5.10 of the Statement of Work. IDIQ work will be issued as Task Orders/Delivery Orders. The Contracting Officer will request a proposal from the contractor when the requirement can be defined well enough to price the effort. The contractor's proposal shall be based on the unit priced rates identified below, reasonable labor hours and material dollars and other direct costs (ODC). The price of the Task Order (including profit for Task Orders) shall be negotiated between the Contractor and the Contracting Officer. IDIQ work may be issued by facsimile, or by electronic commerce methods. IDIQ work shall be ordered in accordance with clauses entitled "Ordering," "Order Limitations," and "Indefinite

AMENDMENT OF SOLICITATION/ MODIFICATION OF CONTRACT AMENDMENT OF SOLICITATION/MODIFICATION		1. CONTRACT ID CODE		PAGE OF PAGES 1 8	
2. AMENDMENT/MODIFICATION NO. 81		3. EFFECTIVE DATE See Block 16C		4. REQUISITION/PURCHASE REQ. NO. N/A	
5. PROJECT NO. (If applicable)		6. ISSUED BY CODE		7. ADMINISTERED BY (If other than Item 6) CODE	

NASA/Johnson Space Center
Attn: BH/Lakshmi S. Logan
2101 NASA Parkway
Houston, TX. 77058-3696

See Block 6

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code)

Raytheon Technical Services Company
Attn: John Evans, Director of Contracts
Bay Terrace II
555 Forge River Road Suite 120
Webster, TX 77598-4357

CODE		FACILITY CODE	
(x)	9A. AMENDMENT OF SOLICITATION NO.	9B. DATED (SEE ITEM 11)	
X	10A. MODIFICATION OF CONTRACT/ORDER NO. NAS 9-02102	10B. DATED (SEE ITEM 13) 2/2/03	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for ☐ is extended, ☐ is not extended.
receipt of Offers

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and ☐ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO

BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF

YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram

or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

N/A

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS,
IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.(x) (x)

(x)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
X	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: 52.243-2 Changes – Cost Reimbursement
	d. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor ☐ is not, ☒ is required to sign this document and 3 copies to the issuing office

14. Description of amendment/modification (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

See Page 2.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Cynthia W. Maclean	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
(Signature of person authorized to sign)		(Signature of Contracting Officer)	

The purpose of this Modification is to reflect the negotiation of proposal NBL Limited Dual Operations – Plus, submitted in response to RECP BH4-05-052. This modification is agreed to be a complete and equitable adjustment for the contractor's proposal dated December 11, 2006, as well as any other proposal updates. The Contractor hereby releases the Government from any and all liability under this contract for further equitable adjustments attributable to such factors and/or circumstances giving rise to this proposal as well as all contract changes made in this modification.

Replacement pages are attached and are hereby incorporated into the contract. Changes are in bold.

B.3 Reconciliation	Prior to Mod 81	Mod 81 Basic	Mod 81
Estimated Cost	\$92,686,883	\$1,449,275	\$94,136,158
Maximum Available Award Fee	\$8,562,077	\$137,681	\$8,699,758
Cost Plus Award Fee	\$101,248,960	\$1,586,956	\$102,835,916

Award Fee Reconciliation

Evaluation Period	Prior to Mod 81	Mod 81	Revised Total
Basic			
04/01/03-09/30/03 (Earned)	\$635,835		
10/01/03-03/31/04 (Earned)	\$672,701		
04/01/04-09/31/04 (Earned)	\$688,454		
10/01/04-03/31/05 (Earned)	\$708,355		
04/01/05-09/31/05 (Earned)	\$774,005		
10/01/05-03/31/06 (Earned)	\$858,334		
04/01/06 - 09/30/06 (Available)	\$860,458		
10/01/06 – 03/31/07 (Available)	\$936,421	\$25,561	\$ 961,982
Option 3			
04/01/07 - 09/30/07 (Available)	\$952,916	\$55,869	\$1,008,785
10/01/07 - 03/31/08 (Available)	\$952,914	\$55,870	\$1,008,784

PART I - THE SCHEDULE

SECTION B - SUPPLIES OR SERVICES AND PRICE/COSTS

B.1 SUPPLIES AND/OR SERVICES TO BE FURNISHED

The contractor shall provide all resources and services (except as may be expressly stated in this contract as furnished by the Government) necessary to operate, maintain, and provide sustaining engineering for the Neutral Buoyancy Laboratory, the Space Vehicle Mockup Facility, and 920L, the Logistics and Mockup Facility, in accordance with the Work Statement in Section C.

This is a performance based, cost reimbursable type of contract. The contract performance will be measured in accordance with the award fee evaluation plan discussed elsewhere in the schedule.

(a.) This contract contains a cost plus award fee (CPAF) core requirement and a cost plus fixed fee (CPFF) indefinite delivery/indefinite quantity (IDIQ) portion.

(b.) All efforts set forth in the Work Statement are Cost Plus Award Fee core portion of this contract, with the exception of Work Statement paragraph C.5.10. Work Statement paragraph C.5.10 is the IDIQ portion of the contract.

(c.) Work Statement paragraph C. 5.10 will be covered by terms and condition of an IDIQ type contract.

(End-of-Clause)

B.2 ESTIMATED COST AND AWARD FEE. (1852.216-85) (SEP 1993)*

The estimated cost of this contract is **\$94,136,158**. The maximum available award fee, excluding base fee, if any, is **\$8,699,758**. The base fee is \$0. Total estimated cost, base fee, and maximum award fee are **\$102,835,916**.

(End-of-Clause)

OPTION F.6-3 (12 MONTHS)

(a.) B.2 entitled, "ESTIMATED COST, AWARD FEE" shall be modified to read:

The estimated cost of this contract is **\$94,136,158**. The maximum available award fee, excluding base fee, if any, is **\$8,699,758**. The base fee is \$0. Total estimated cost, base fee, and maximum award fee are **\$102,835,916**.

(b.) B.3 entitled, "Estimated Cost and Fee for the indefinite delivery/indefinite quantity requirements of the contract." Modified to read:

"(a) Total estimated cost of the IDIQ section of the contract is NTE \$ 10,000,000. See task order procedures."

(c.) F.3 entitled, "Completion of Work" shall be modified to change the end date of the period of performance for SOW from March 31, 2007 to March 31, 2008.

(d.) Section I, page I-2, 52.222-2 "PAYMENT FOR OVERTIME PREMIUMS" shall be modified to change the overtime premium cost not to exceed amount to \$ 0.

F.7 BILLS OF LADING (1852.247-73) (JUNE 2002)

The purpose of this clause is to define when a commercial bill of lading or a government bill of lading is to be used when shipments of deliverable items under this contract are f.o.b. origin.

(a) Commercial Bills of Lading. All domestic shipments shall be made via commercial bills of lading (CBLs). The Contractor shall prepay domestic transportation charges. The Government shall reimburse the Contractor for these charges if they are added to the invoice as a separate line item supported by the paid freight receipts. If paid receipts in support of the invoice are not obtainable, a statement as described below must be completed, signed by an authorized company representative, and attached to the invoice.

"I certify that the shipments identified below have been made, transportation charges have been paid by (company name), and paid freight or comparable receipts are not obtainable.

Contract or Order Number: NAS 9-02102
Destination: Johnson Space Center "

The adjustment provisions of this clause shall not be construed as a limitation of the Government's rights under the termination clause of this contract.

(d.) The contractor is responsible for tracking the performance of work in each area which is subject to workload sizing data; keeping current, complete, and accurate records regarding the quantum of work performed in relation to the applicable workload sizing data; making such records available to the Contracting Officer as may be requested from time to time; and submitting an adjustment proposal if the contractor believes the conditions of paragraph (c) above are met, or if requested by the Contracting Officer. If initiated by the contractor, the contractor's proposal shall be submitted within 30 days of the last day of the contract performance period. If requested by the Contracting Officer, the proposal shall be submitted within 60 days of the request.

H.6 WORKLOAD SIZING DATA

The contractor's support of the NBL/SVMF shall include certain enumerated tasks as required within the matrices set forth below. The workload sizing data set forth below shall be used independently for each year and each option year of the contract. See H.5 contract adjustment for further information. For use in this table, an NBL Event is defined as a single in-water activity using from one to three space suits (EMU or Orlan or both) or a Bailout training session.

<u>ELEMENT</u>	<u>Lower</u>	<u>Nominal</u>	<u>Upper</u>
1. NBL Events			
a. Year 1	360	380	400
b. Year 2	285	300	315
c. Year 3	200	235	270
d. Year 4	203	241	279
e. Year 5	220	270	322
2. SVMF Facility Utilization Requests	1220	1525	1830
a. Year 1	1200	1525	1830
b. Year 2	1220	1525	1830
c. Year 3 (first six months)	610	763	915
d. Year 3 (second six months)	915	1144	1373
e. Year 4	1830	2288	2745
f. Year 5	1830	2288	2745
3. SVMF Test Readiness Reviews	40	50	60
(End of Clause)			

The following clause is hereby added to 2.1.1 of Section J-1, Statement of Work (SOW):

i. Sustaining Engineering Requirements

The contractor shall perform sustaining engineering activities for the NBL and SVMF including: generating conceptual designs, developing preliminary ROM estimates and Project Plans (implementing and managing Project plans), Estimation (costing); Requirements definitization; Discrepancy Report (DR) analysis and anomaly resolution; System Safety Engineering; Specialty engineering (Stress analysis and FMEA, preliminary and detailed engineering design prior to CR implementation and generation/maintenance of systems overview documentation), obsolescence analysis and upgrade planning, performing engineering studies, and maintaining engineering databases.

APPENDIX 3
AWARD FEE DISTRIBUTION

<u>EVALUATION PERIOD (BASIC)</u>	<u>AVAILABL E AWARD FEE</u>	<u>EARNED AWARD FEE</u>
04/01/03 - 09/30/03	\$ 739,343	\$635,835
10/01/03 - 03/31/04	\$ 747,445	\$672,701
04/01/04 - 09/30/04	\$ 764,949	\$688,454
10/01/04 - 03/31/05	\$ 804,949	\$708,355.12
04/01/05 - 09/30/05	\$814,742	\$774,004.90
10/01/05 - 03/31/06	\$913,121	\$858,333.74
04/01/06 - 09/30/06	\$ 935,281	\$860,458.52
10/01/06 - 03/31/07	\$ 961,982	
<u>EVALUATION PERIOD (OPTION 3)</u>		
04/01/07 - 09/30/07	\$ 1,008,785	
10/01/07 - 03/31/08	\$ 1,008,784	

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE		PAGE OF PAGES	
				1	3
2. AMENDMENT/MODIFICATION NO.		3. EFFECTIVE DATE		4. REQUISITION/PURCHASE REQ. NO.	
82		See Block 16C		4200194283	
6. ISSUED BY		CODE		5. PROJECT NO. (If applicable)	
		JSC			
NASA/Johnson Space Center Attn: Cynthia W. Maclean 2101 NASA Parkway Houston TX 77058-3696		NASA/Johnson Space Center Attn: Cynthia W. Maclean/BH 2101 NASA Parkway Houston TX 77058-3696		7. ADMINISTERED BY (If other than Item 6)	
				CODE JSC	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)		(x)		9A. AMENDMENT OF SOLICITATION NO.	
RAYTHEON TECHNICAL SERVICES COMPANY Attn: John Evans 2224 BAY AREA BLVD HOUSTON TX 77058-2099				9B. DATED (SEE ITEM 11)	
		x		10A. MODIFICATION OF CONTRACT/ORDER NO. NAS9-02102	
				10B. DATED (SEE ITEM 11)	
CODE		FACILITY CODE		02/03/2003	
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS					
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended. <input type="checkbox"/> is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.					
12. ACCOUNTING AND APPROPRIATION DATA (If required)					
Net Increase: \$9,225,001.00					
13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.					
<u>CHECK ONE</u>	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.				
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).				
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:				
	D. OTHER (Specify type of modification and authority)				
X	Pursuant to FAR 52.232-22, Limitation of Funds (April 1984)				
E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not. <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.					
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)					
See Page 2.					

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
		Cynthia Maclean	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
(Signature of person authorized to sign)		(Signature of Contracting Officer)	

Funding Recapitulation

	Thru Mod 81	Mod 82	TOTAL
Cost	\$81,388,288.21	\$8,424,658.45	\$89,812,946.66
	\$6,409,014.86	\$800,342.55	\$7,209,357.41
Total	\$87,797,303.07	\$9,225,001.00	\$97,022,304.07

B.4 CONTRACT FUNDING. (NFS 1852.232-81)(JUNE 1990)

(a.) For purposes of payment of cost, exclusive of fee, in accordance with the Limitation of Funds clause, the total amount allotted by the Government to this contract is **\$89,812,946.66**. This allotment is for [Insert applicable item number(s), task(s), or work description] and covers the following estimated period of performance: **July 15, 2007**.

(b.) An additional amount of **\$7,209,357.41** is obligated under this contract for payment of fee.

(End-of-Clause)

B.5 MINIMUM AND MAXIMUM INDEFINITE DELIVERY, INDEFINITE QUANTITY (IDIQ) CONTRACT VALUE

The guaranteed minimum quantity of work which will be required under this contract, and which will be initiated through the issuance of task orders, shall be \$10,000. There will be no further obligation on the part of the Government to issue additional task orders thereafter. The total maximum value is \$2.4 million for the 2-year period of performance. If additional performance terms are awarded, the maximum value for IDIQ work will increase by \$1,200,000 per year.

B.6 INDEFINITE QUANTITY WORK – UNIT PRICED RATE

Work that is of a nonrecurring nature and cannot be sufficiently identified, predetermined, or quantified in advance is identified as IDIQ work. The IDIQ work the Government currently anticipates is identified in Section C.5.10 of the Statement of Work. IDIQ work will be issued as Task Orders/Delivery Orders. The Contracting Officer will request a proposal from the contractor when the requirement can be defined well enough to price the effort. The contractor's proposal shall be based on the unit priced rates identified below, reasonable labor hours and material dollars and other direct costs (ODC). The price of the Task Order (including profit for Task Orders) shall be negotiated between the Contractor and the Contracting Officer. IDIQ work may be issued by facsimile, or by electronic commerce methods. IDIQ work shall be ordered in accordance with clauses entitled "Ordering," "Order Limitations," and "Indefinite

AMENDMENT OF SOLICITATION/ MODIFICATION OF CONTRACT		1. CONTRACT ID CODE NAS 9-02102		PAGE OF PAGES 1 3	
2. AMENDMENT/MODIFICATION NO. Modification 83		3. EFFECTIVE DATE See Block 16C		4. REQUISITION/PURCHASE REQ. NO. N/A	
5. PROJECT NO. (If applicable)		6. ISSUED BY CODE BH3/JGJ		7. ADMINISTERED BY (If other than Item 6) CODE	
NASA Lyndon B. Johnson Space Center Attn: Lakshmi S. Logan/BH 2101 NASA Parkway Houston, Texas 77058					
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and ZIP Code) Raytheon Technical Services Company Bay Terrace II 555 Forge River Road, Suite 120 Attn: Lee Anne Ward Webster, TX 77598-4357					
CODE (x)		FACILITY CODE			
9A. AMENDMENT OF SOLICITATION NO.		9B. DATED (SEE ITEM 11)			
X 10A. MODIFICATION OF CONTRACT/ORDER NO. NAS 9-02102		10B. DATED (SEE ITEM 13) 2/3/03			

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is ☐ is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and ☐ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS,
IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.(x)

(x)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	d. OTHER (Specify type of modification and authority) Terms and Conditions of Attachment J-3 Award Fee Plan

E. IMPORTANT: Contractor ☒ is not, ☐ is required to sign this document and return _____ copies to the issuing office.

14. description of amendment/modification (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

AWARD FEE PAYMENT

(See pages 2-3.)

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Cynthia W. Maclean, Contracting Officer	
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY (Signature of Contracting Officer)	16C. DATE SIGNED

- I. The purpose of Modification 83 is to recognize the Award Fee earned for NSOC Performance during the period of October 1, 2006 through March 31, 2007. Of the available Award Fee pool of \$961,982, the contractor is hereby entitled to \$875,403.62. The contractor has provisionally invoiced the Government for \$561,168 during the Award Fee period. Therefore, the amount due and payable to the contractor for Award Fee earned is \$314,235.62.

	Award Fee Available	Award Fee Unearned	Award Fee Earned	Less Provisional Invoiced Amount	Award Fee Due & Payable
Award Fee Period 8	\$961,982.00	\$86,578.38	\$875,403.62	\$561,168.00	\$314,235.62

- II. In order to reflect the earned award fee, Appendix 3, Award Fee Distribution, of Attachment J-3, is deleted in its entirety and replaced with the following:

Attachment J-3
Performance Evaluation Plan
NAS 9-02102
AWARD FEE DISTRIBUTION

APPENDIX 3
AWARD FEE DISTRIBUTION

<u>EVALUATION PERIOD</u> <u>(BASIC)</u>	<u>AVAILABLE</u> <u>AWARD FEE</u>	<u>EARNED</u> <u>AWARD</u> <u>FEE</u>
04/01/03 - 09/30/03	\$ 739,343	\$635,835
10/01/03 - 03/31/04	\$ 747,445	\$672,701
04/01/04 - 09/30/04	\$ 764,949	\$688,454
10/01/04 - 03/31/05	\$ 804,949	\$708,355.12
04/01/05 - 09/30/05	\$814,742	\$774,004.90
10/01/05 - 03/31/06	\$913,121	\$858,333.74
04/01/06 - 09/30/06	\$ 935,281	\$860,458.52
10/01/06 - 03/31/07	\$ 961,982	\$875,403.62
04/01/07 - 09/30/07	\$1,008,785	
10/01/07 - 03/31/08	\$1,008,784	

AMENDMENT OF SOLICITATION/ MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 3
2. AMENDMENT/MODIFICATION NO. 84	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. 4200202535	5. PROJECT NO. (If applicable)
6. ISSUED BY CODE	BH3/JGJ	7. ADMINISTERED BY (If other than Item 6)	CODE

NASA/Johnson Space Center
Attn: BH3/Lakshmi S. Logan
2101 NASA Parkway
Houston, TX 77058-3696

See Block 6

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and ZIP Code)

Raytheon Technical Services Company
Attn: Lee Anne Ward, Sr. Contracts Negotiator
Bay Terrace II
555 Forge River Road, Suite 120
Webster, TX 77598-4357

CODE	FACILITY CODE
(X) 9A. AMENDMENT OF SOLICITATION NO.	9B. DATED (SEE ITEM 11)
X 10A. MODIFICATION OF CONTRACT/ORDER NO. NAS 9-02102	10B. DATED (SEE ITEM 13) 2/3/03

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended, ☐ is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and returning ☐ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer Submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required) Total Obligation: \$200,000

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.(x)

(x)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
X	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b). FAR 52.232-22, Limitation of Funds & Clause B.4. CONTRACT FUNDING
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	d. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor ☒ is not, ☐ is required to sign this document and return _____ copies to the issuing office.

14. description of amendment/modification (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

The purpose of this modification is to modify Clause B.4, CONTRACT FUNDING and increase contract funding by \$200,000 from \$97,022,304.07 to \$97,222,304.07. The replacement pages are attached. Changes have been bolded and bar marked.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Cynthia W. Maclean, Contracting Officer	
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY (Signature of Contracting Officer)	16C. DATE SIGNED

Funding Recapitulation

	Thru Mod 83	Mod 84	TOTAL
Cost	\$89,812,946.66	\$182,648.40	\$89,995,595.06
	\$7,209,357.41	\$17,351.60	\$7,226,709.01
Total	\$97,022,304.07	\$200,000.00	\$97,222,304.07

B.4 CONTRACT FUNDING. (NFS 1852.232-81)(JUNE 1990)

(a.) For purposes of payment of cost, exclusive of fee, in accordance with the Limitation of Funds clause, the total amount allotted by the Government to this contract is **\$89,995,595.06**. This allotment is for [Insert applicable item number(s), task(s), or work description] and covers the following estimated period of performance: **July 15, 2007**.

(b.) An additional amount of **\$7,226,709.01** is obligated under this contract for payment of fee.

(End-of-Clause)

B.5 MINIMUM AND MAXIMUM INDEFINITE DELIVERY, INDEFINITE QUANTITY (IDIQ) CONTRACT VALUE

The guaranteed minimum quantity of work which will be required under this contract, and which will be initiated through the issuance of task orders, shall be \$10,000. There will be no further obligation on the part of the Government to issue additional task orders thereafter. The total maximum value is \$2.4 million for the 2-year period of performance. If additional performance terms are awarded, the maximum value for IDIQ work will increase by \$1,200,000 per year.

B.6 INDEFINITE QUANTITY WORK – UNIT PRICED RATE

Work that is of a nonrecurring nature and cannot be sufficiently identified, predetermined, or quantified in advance is identified as IDIQ work. The IDIQ work the Government currently anticipates is identified in Section C.5.10 of the Statement of Work. IDIQ work will be issued as Task Orders/Delivery Orders. The Contracting Officer will request a proposal from the contractor when the requirement can be defined well enough to price the effort. The contractor's proposal shall be based on the unit priced rates identified below, reasonable labor hours and material dollars and other direct costs (ODC). The price of the Task Order (including profit for Task Orders) shall be negotiated between the Contractor and the Contracting Officer. IDIQ work may be issued by facsimile, or by electronic commerce methods. IDIQ work shall be ordered in accordance with clauses entitled "Ordering," "Order Limitations," and "Indefinite

AMENDMENT OF SOLICITATION/ MODIFICATION OF CONTRACT		1. CONTRACT ID CODE		PAGE OF PAGES 1 15	
2. AMENDMENT/MODIFICATION NO. 85		3. EFFECTIVE DATE See Block 16C		4. REQUISITION/PURCHASE REQ. NO. N/A	
6. ISSUED BY NASA/Johnson Space Center Attn: BH/L. Sheela Logan 2101 NASA Parkway Houston, TX 77058-3696		CODE BH		5. PROJECT NO. (If applicable) 7. ADMINISTERED BY (If other than Item 6) CODE	

See Block 6

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and ZIP Code)

Raytheon Technical Services Company
Attn: Lee Anne Ward, Contracts Manager
Bay Terrace II
555 Forge River Road Suite 120
Webster, TX 77598-4357

CODE		FACILITY CODE	
(X)	9A. AMENDMENT OF SOLICITATION NO.	9B. DATED (SEE ITEM 11)	
X	10A. MODIFICATION OF CONTRACT/ORDER NO. NAS 9-02102	10B. DATED (SEE ITEM 13) 2/3/03	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended, ☐ is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and returning ☐ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer Submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required) N/A

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.(x)

(x)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
X	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	d. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor ☒ is not, ☐ is required to sign this document and return _____ copies to the issuing office.

14. description of amendment/modification (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

The purpose of this modification is to incorporate the current Department of Labor (DOL) Wage Determination into the contract. The effective date of the DOL Wage Determination is April 1, 2007. Section of J-5 of the contract is replaced with the attached Wage Determination 2005-2516 (R3), dated December 6, 2006.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Stephanie D. Hunter, Contracting Officer	
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY (Signature of Contracting Officer)	16C. DATE SIGNED

January 1996

NOTICE OF INTENTION TO MAKE A SERVICE CONTRACT AND RESPONSE TO NOTICE

1. NOTICE NO.

NASA

53165

U.S. DEPARTMENT OF LABOR
EMPLOYMENT STANDARDS
ADMINISTRATION

(See Instructions on Reverse)

MAIL TO:

Administrator

Wage and Hour Division

U.S. Department of Labor

Washington, DC 20210

2. Estimated solicitation date (use numerals)

Month

Day

Year

3. Estimated date bids or proposals to be opened

or negotiations begun (use numerals)

Month

Day

Year

4. Date contract performance to begin (use numerals)
Extension

Month

04

Day

01

Year

07

5. PLACE(S) OF PERFORMANCE

HARRIS COUNTY, TX

6. SERVICES TO BE PERFORMED (describe)

IV: Neutral Buoyancy Lab/Space Vehicle Mockup Facility Operations

WD Period: 04/01/07 to 03/31/08

NAS 9-02102

7. INFORMATION ABOUT PERFORMANCE

A.

☒Services now
performed by a
contractor

B.

☐Services now performed by Federal
employees

C.

☐Services not presently being
performed

8. IF BOX A IN ITEM 7 IS MARKED, COMPLETE ITEM 8 AS APPLICABLE

a. Name and address of incumbent contractor

Raytheon Technical Services Co., LLC

2224 Bay Area Blvd.

Houston, TX 77058

b. Number(s) of any wage determination(s) in incumbent's contract

WD 94-2516

c. Name(s) of union(s) if services are being performed under
collective bargainingagreement(s). **Important:** Attach copies of current applicable
collective bargaining agreements

None

RESPONSE TO NOTICE

(by Department of Labor)

A.

☒ The attached wage determination(s)
listed below apply to procurement.
2005-2516 Rev 3

B.

☐ As of this date, no wage determination
applicable to the specified locality and
classes of employees is in effect.

C.

☐ From information supplied, the Service
Contract Act does not apply (see attached
explanation).

D.

☐ Notice returned for additional information
(see attached explanation)**9. OFFICIAL SUBMITTING NOTICE**

SIGNED:

Original signed by

DATE

05/21/07

TYPE OR PRINT NAME

Connie R. Pritchard

Contract Labor Relations Officer

TELEPHONE
NO.

281-483-4121

10. TYPE OR PRINT NAME AND TITLE OF PERSON TO WHOM
RESPONSE IS TO BE SENTAND NAME AND ADDRESS OF DEPARTMENT OR AGENCY,
BUREAU, DIVISION, ETC.

NASA Johnson Space Center
Connie R. Pritchard, Mail Code BA2

Signed: _____

**2101 NASA Parkway
Houston, TX 77058**

(U.S. Department of Labor)

98-103

(Date)

COMPUTER-GENERATED

1/96

STANDARD FORM 98a February 1973 U.S. DEPARTMENT OF LABOR Employment Standards Administration	NOTICE OF INTENTION TO MAKE A SERVICE CONTRACT AND RESPONSE TO NOTICE (Attachment A)		11. Notice No. NASA 41573
12. CLASSES OF SERVICE EMPLOYEES TO BE EMPLOYED ON CONTRACT Harris County, TX; 94-2516, Occupations included in "DOL Directory"		13. NUMBER OF EMPLOYEES IN EACH CLASS	14. HOURLY WAGE RATE THAT WOULD BE PAID IF FEDERALLY EMPLOYED
Computer Systems Analyst, I		2	GS-9 \$23.12
Computer Programmer, I		1	GS-5 \$15.26
Computer Programmer, II		1	GS-7 \$18.90
Drafter, II		4	GS-4 \$13.64
Drafter, III		2	GS-5 \$15.26
Drafter, IV		1	GS-7 \$18.90
Engineering Technician, I		5	GS-3 \$12.15
Engineering Technician, II		9	GS-4 \$13.64
Engineering Technician, III		27	GS-5 \$15.26
Engineering Technician, IV		4	GS-7 \$18.90
Secretary, I		2	GS-4 \$13.64
Secretary, II		5	GS-5 \$15.26
Secretary, III		5	GS-6 \$17.01
General Clerk, III		2	GS-3 \$12.15
General Clerk, IV		3	GS-4 \$13.64
Production Control Clerk		4	GS-6 \$17.01
Machinists, Maintenance		8	WG-10 \$22.03
Sewing Machine Operator		3	WG-6 \$17.04
Welder, Combination, Maintenance		3	WG-10 \$22.03
Forklift Operator		3	WG-5 \$15.64
Laborer		1	WG-2 \$11.44
Messenger (Courier)		1	GS-5 \$15.26
Shipping/Receiving Clerk		3	WG-4 \$14.24
Conformed Positions:			
NBL Dive Operations Specialist, I (\$16.22)		10	GS-3 \$12.15
NBL Dive Operations Specialist, II (\$17.62)		13	GS-4 \$13.64
NBL Dive Operations Specialist, III (\$20.81)		26	GS-5 \$15.26
NBL Dive Operations Specialist, IV (\$25.64)		7	GS-7 \$18.90

REGISTER OF WAGE DETERMINATIONS UNDER
THE SERVICE CONTRACT ACT
By direction of the Secretary of Labor

U.S. DEPARTMENT OF LABOR
EMPLOYMENT STANDARDS ADMINISTRATION
WAGE AND HOUR DIVISION
WASHINGTON D.C. 20210

William W. Gross
Director

Division of
Wage Determinations

Wage Determination No.: 2005-2516
Revision No.: 3
Date of Last Revision: 12/06/2006

State: Texas

Area: Texas Counties of Austin, Brazoria, Chambers, Colorado, Fort Bend, Galveston, Grimes, Harris, Houston, Jackson, Lavaca, Liberty, Madison, Matagorda, Montgomery, San Jacinto, Trinity, Walker, Waller, Washington, Wharton

****Fringe Benefits Required Follow the Occupational Listing****

OCCUPATION CODE - TITLE

MINIMUM WAGE RATE

01000 - Administrative Support and Clerical Occupations

01011 - Accounting Clerk I	12.52
01012 - Accounting Clerk II	14.06
01013 - Accounting Clerk III	15.73
01020 - Administrative Assistant	22.76
01040 - Court Reporter	18.01
01051 - Data Entry Operator I	11.36
01052 - Data Entry Operator II	14.32
01060 - Dispatcher, Motor Vehicle	15.40
01070 - Document Preparation Clerk	12.98
01090 - Duplicating Machine Operator	12.98
01111 - General Clerk I	10.80
01112 - General Clerk II	12.97
01113 - General Clerk III	14.88
01120 - Housing Referral Assistant	20.55
01141 - Messenger Courier	10.86
01191 - Order Clerk I	13.36
01192 - Order Clerk II	15.24
01261 - Personnel Assistant (Employment) I	13.79
01262 - Personnel Assistant (Employment) II	16.50
01263 - Personnel Assistant (Employment) III	17.63
01270 - Production Control Clerk	18.50
01280 - Receptionist	10.93
01290 - Rental Clerk	14.34
01300 - Scheduler, Maintenance	15.92
01311 - Secretary I	15.92
01312 - Secretary II	17.73
01313 - Secretary III	20.55

01320 - Service Order Dispatcher	14.63	
01410 - Supply Technician	22.76	
01420 - Survey Worker		15.53
01531 - Travel Clerk I	12.30	
01532 - Travel Clerk II	13.36	
01533 - Travel Clerk III	14.18	
01611 - Word Processor I		11.45
01612 - Word Processor II	14.09	
01613 - Word Processor III	16.27	

05000 - Automotive Service Occupations

05005 - Automobile Body Repairer, Fiberglass	24.80	
05010 - Automotive Electrician	22.66	
05040 - Automotive Glass Installer	21.68	
05070 - Automotive Worker	20.91	
05110 - Mobile Equipment Servicer	19.27	
05130 - Motor Equipment Metal Mechanic	24.53	
05160 - Motor Equipment Metal Worker		20.91
05190 - Motor Vehicle Mechanic	24.53	
05220 - Motor Vehicle Mechanic Helper		18.48
05250 - Motor Vehicle Upholstery Worker		19.84
05280 - Motor Vehicle Wrecker	20.91	
05310 - Painter, Automotive	22.66	
05340 - Radiator Repair Specialist	22.88	
05370 - Tire Repairer	14.40	
05400 - Transmission Repair Specialist	25.17	

07000 - Food Preparation and Service Occupations

07010 - Baker	10.04	
07041 - Cook I	9.17	
07042 - Cook II	9.89	
07070 - Dishwasher		8.11
07130 - Food Service Worker	8.41	
07210 - Meat Cutter	12.36	
07260 - Waiter/Waitress		7.97

09000 - Furniture Maintenance and Repair Occupations

09010 - Electrostatic Spray Painter	16.65	
09040 - Furniture Handler		11.74
09080 - Furniture Refinisher	16.09	
09090 - Furniture Refinisher Helper	13.74	
09110 - Furniture Repairer, Minor	15.29	
09130 - Upholsterer	16.65	

11000 - General Services and Support Occupations

11030 - Cleaner, Vehicles	9.12	
11060 - Elevator Operator		7.71
11090 - Gardener	13.35	
11122 - Housekeeping Aide	7.71	
11150 - Janitor	8.17	

11210 - Laborer, Grounds Maintenance	10.63
11240 - Maid or Houseman	7.27
11260 - Pruner	8.17
11270 - Tractor Operator	12.47
11330 - Trail Maintenance Worker	10.63
11360 - Window Cleaner	8.92
12000 - Health Occupations	
12010 - Ambulance Driver	12.93
12011 - Breath Alcohol Technician	14.22
12012 - Certified Occupational Therapist Assistant	19.58
12015 - Certified Physical Therapist Assistant	20.24
12020 - Dental Assistant	14.22
12025 - Dental Hygienist	31.09
12030 - EKG Technician	23.12
12035 - Electroneurodiagnostic Technologist	23.12
12040 - Emergency Medical Technician	14.22
12071 - Licensed Practical Nurse I	15.57
12072 - Licensed Practical Nurse II	17.47
12073 - Licensed Practical Nurse III	18.81
12100 - Medical Assistant	12.40
12130 - Medical Laboratory Technician	13.94
12160 - Medical Record Clerk	13.21
12190 - Medical Record Technician	16.02
12195 - Medical Transcriptionist	14.44
12210 - Nuclear Medicine Technologist	28.64
12221 - Nursing Assistant I	7.08
12222 - Nursing Assistant II	9.82
12223 - Nursing Assistant III	10.62
12224 - Nursing Assistant IV	12.40
12235 - Optical Dispenser	15.26
12236 - Optical Technician	13.64
12250 - Pharmacy Technician	14.41
12280 - Phlebotomist	13.30
12305 - Radiologic Technologist	22.89
12311 - Registered Nurse I	24.51
12312 - Registered Nurse II	30.20
12313 - Registered Nurse II, Specialist	32.08
12314 - Registered Nurse III	37.96
12315 - Registered Nurse III, Anesthetist	39.12
12316 - Registered Nurse IV	43.48
12317 - Scheduler (Drug and Alcohol Testing)	18.90
13000 - Information and Arts Occupations	
13011 - Exhibits Specialist I	19.30
13012 - Exhibits Specialist II	24.74
13013 - Exhibits Specialist III	28.94
13041 - Illustrator I	17.60
13042 - Illustrator II	22.56
13043 - Illustrator III	26.40

13047 - Librarian	23.29	
13050 - Library Aide/Clerk	9.87	
13054 - Library Information Technology Systems Administrator		20.94
13058 - Library Technician	13.25	
13061 - Media Specialist I		14.80
13062 - Media Specialist II		16.56
13063 - Media Specialist III		18.46
13071 - Photographer I		13.93
13072 - Photographer II		17.60
13073 - Photographer III		22.56
13074 - Photographer IV		26.40
13075 - Photographer V		30.06
13110 - Video Teleconference Technician		13.83

14000 - Information Technology Occupations

14041 - Computer Operator I	14.80	
14042 - Computer Operator II	16.62	
14043 - Computer Operator III	18.46	
14044 - Computer Operator IV	22.60	
14045 - Computer Operator V	23.90	
14071 - Computer Programmer I (1)	21.12	
14072 - Computer Programmer II (1)		26.16
14073 - Computer Programmer III (1)		27.62
14074 - Computer Programmer IV (1)		27.62
14101 - Computer Systems Analyst I (1)		27.62
14102 - Computer Systems Analyst II (1)		27.62
14103 - Computer Systems Analyst III (1)		27.62
14150 - Peripheral Equipment Operator		14.80
14160 - Personal Computer Support Technician	22.60	

15000 - Instructional Occupations

15010 - Aircrew Training Devices Instructor (Non-Rated)		27.12
15020 - Aircrew Training Devices Instructor (Rated)	32.81	
15030 - Air Crew Training Devices Instructor (Pilot)	35.70	
15050 - Computer Based Training Specialist / Instructor		25.70
15060 - Educational Technologist	28.73	
15070 - Flight Instructor (Pilot)	35.70	
15080 - Graphic Artist	23.11	
15090 - Technical Instructor	20.19	
15095 - Technical Instructor/Course Developer	24.70	
15110 - Test Proctor	17.73	
15120 - Tutor	17.73	

16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations

16010 - Assembler	8.49	
16030 - Counter Attendant	8.49	
16040 - Dry Cleaner	9.00	
16070 - Finisher, Flatwork, Machine	8.49	
16090 - Presser, Hand		8.49
16110 - Presser, Machine, Drycleaning		8.49

16130 - Presser, Machine, Shirts	8.49	
16160 - Presser, Machine, Wearing Apparel, Laundry		8.49
16190 - Sewing Machine Operator	11.55	
16220 - Tailor	12.42	
16250 - Washer, Machine	9.32	
19000 - Machine Tool Operation and Repair Occupations		
19010 - Machine-Tool Operator (Tool Room)	16.65	
19040 - Tool and Die Maker	19.20	
21000 - Materials Handling And Packing Occupations		
21020 - Forklift Operator		12.84
21030 - Material Coordinator	18.50	
21040 - Material Expediter		18.50
21050 - Material Handling Laborer	12.26	
21071 - Order Filler	10.55	
21080 - Production Line Worker (Food Processing)	12.84	
21110 - Shipping Packer		12.49
21130 - Shipping/Receiving Clerk	12.49	
21140 - Store Worker I		9.57
21150 - Stock Clerk	13.57	
21210 - Tools and Parts Attendant	13.58	
21410 - Warehouse Specialist	12.84	
23000 - Mechanics and Maintenance and Repair Occupations		
23010 - Aerospace Structural Welder	26.66	
23021 - Aircraft Mechanic I	25.39	
23022 - Aircraft Mechanic II	26.66	
23023 - Aircraft Mechanic III	27.99	
23040 - Aircraft Mechanic Helper	19.88	
23050 - Aircraft, Painter	20.15	
23060 - Aircraft Servicer		22.11
23080 - Aircraft Worker		23.30
23110 - Appliance Mechanic	16.65	
23120 - Bicycle Repairer		13.91
23125 - Cable Splicer	22.30	
23130 - Carpenter, Maintenance	18.58	
23140 - Carpet Layer	15.92	
23160 - Electrician, Maintenance	26.51	
23181 - Electronics Technician Maintenance I		17.50
23182 - Electronics Technician Maintenance II		21.33
23183 - Electronics Technician Maintenance III	24.17	
23260 - Fabric Worker		15.00
23290 - Fire Alarm System Mechanic		17.43
23310 - Fire Extinguisher Repairer	14.40	
23311 - Fuel Distribution System Mechanic		19.17
23312 - Fuel Distribution System Operator		16.33
23370 - General Maintenance Worker		15.46
23380 - Ground Support Equipment Mechanic	25.39	
23381 - Ground Support Equipment Servicer	22.11	

23382 - Ground Support Equipment Worker	23.30	
23391 - Gunsmith I	13.67	
23392 - Gunsmith II	15.79	
23393 - Gunsmith III	17.67	
23410 - Heating, Ventilation and Air-Conditioning Mechanic		20.06
23411 - Heating, Ventilation and Air Conditioning Mechanic (Research Facility)	20.93	
23430 - Heavy Equipment Mechanic		17.43
23440 - Heavy Equipment Operator		17.43
23460 - Instrument Mechanic	17.67	
23465 - Laboratory/Shelter Mechanic		16.81
23470 - Laborer	10.62	
23510 - Locksmith	16.65	
23530 - Machinery Maintenance Mechanic	20.08	
23550 - Machinist, Maintenance	20.16	
23580 - Maintenance Trades Helper	13.58	
23591 - Metrology Technician I	17.67	
23592 - Metrology Technician II	18.44	
23593 - Metrology Technician III	19.22	
23640 - Millwright	20.25	
23710 - Office Appliance Repairer	16.65	
23760 - Painter, Maintenance	16.65	
23790 - Pipefitter, Maintenance	19.33	
23810 - Plumber, Maintenance	18.87	
23820 - Pneudraulic Systems Mechanic		17.67
23850 - Rigger	17.67	
23870 - Scale Mechanic		15.92
23890 - Sheet-Metal Worker, Maintenance		17.43
23910 - Small Engine Mechanic	15.92	
23931 - Telecommunications Mechanic I		21.33
23932 - Telecommunications Mechanic II		22.28
23950 - Telephone Lineman	21.09	
23960 - Welder, Combination, Maintenance		17.43
23965 - Well Driller	17.67	
23970 - Woodcraft Worker	17.67	
23980 - Woodworker		11.30
24000 - Personal Needs Occupations		
24570 - Child Care Attendant	9.68	
24580 - Child Care Center Clerk	12.06	
24610 - Chore Aide	6.36	
24620 - Family Readiness and Support Services Coordinator		11.05
24630 - Homemaker		15.41
25000 - Plant and System Operations Occupations		
25010 - Boiler Tender	21.14	
25040 - Sewage Plant Operator	17.00	
25070 - Stationary Engineer	21.14	
25190 - Ventilation Equipment Tender		14.33
25210 - Water Treatment Plant Operator		16.65

27000 - Protective Service Occupations

27004 - Alarm Monitor	14.82
27007 - Baggage Inspector	10.14
27008 - Corrections Officer	18.04
27010 - Court Security Officer	18.04
27030 - Detection Dog Handler	17.90
27040 - Detention Officer	18.04
27070 - Firefighter	17.90
27101 - Guard I	10.14
27102 - Guard II	17.90
27131 - Police Officer I	23.33
27132 - Police Officer II	25.99

28000 - Recreation Occupations

28041 - Carnival Equipment Operator	10.69
28042 - Carnival Equipment Repairer	11.24
28043 - Carnival Equipment Worker	8.25
28210 - Gate Attendant/Gate Tender	13.64
28310 - Lifeguard	12.15
28350 - Park Attendant (Aide)	15.26
28510 - Recreation Aide/Health Facility Attendant	11.13
28515 - Recreation Specialist	16.21
28630 - Sports Official	12.15
28690 - Swimming Pool Operator	14.41

29000 - Stevedoring/Longshoremen Occupational Services

29010 - Blocker and Bracer	16.16
29020 - Hatch Tender	16.16
29030 - Line Handler	16.16
29041 - Stevedore I	15.12
29042 - Stevedore II	17.29

30000 - Technical Occupations

30010 - Air Traffic Control Specialist, Center (HFO) (2)	36.37
30011 - Air Traffic Control Specialist, Station (HFO) (2)	25.08
30012 - Air Traffic Control Specialist, Terminal (HFO) (2)	27.62
30021 - Archeological Technician I	19.34
30022 - Archeological Technician II	23.15
30023 - Archeological Technician III	28.63
30030 - Cartographic Technician	28.67
30040 - Civil Engineering Technician	27.30
30061 - Drafter/CAD Operator I	19.18
30062 - Drafter/CAD Operator II	23.15
30063 - Drafter/CAD Operator III	25.80
30064 - Drafter/CAD Operator IV	29.47
30081 - Engineering Technician I	16.59
30082 - Engineering Technician II	20.41
30083 - Engineering Technician III	22.83
30084 - Engineering Technician IV	28.28
30085 - Engineering Technician V	36.15
30086 - Engineering Technician VI	41.85

30090 - Environmental Technician	27.24	
30210 - Laboratory Technician	21.72	
30240 - Mathematical Technician	28.67	
30361 - Paralegal/Legal Assistant I	17.80	
30362 - Paralegal/Legal Assistant II	21.38	
30363 - Paralegal/Legal Assistant III	26.62	
30364 - Paralegal/Legal Assistant IV	29.59	
30390 - Photo-Optics Technician	28.67	
30461 - Technical Writer I		18.90
30462 - Technical Writer II		23.12
30463 - Technical Writer III		26.42
30491 - Unexploded Ordnance (UXO) Technician I	23.12	
30492 - Unexploded Ordnance (UXO) Technician II		27.97
30493 - Unexploded Ordnance (UXO) Technician III		34.42
30494 - Unexploded (UXO) Safety Escort		23.12
30495 - Unexploded (UXO) Sweep Personnel	23.12	
30620 - Weather Observer, Combined Upper Air or Surface Programs		
(3)	19.79	
30621 - Weather Observer, Senior (3)	23.99	

31000 - Transportation/Mobile Equipment Operation Occupations

31020 - Bus Aide	10.16	
31030 - Bus Driver	15.48	
31043 - Driver Courier		11.91
31260 - Parking and Lot Attendant	8.34	
31290 - Shuttle Bus Driver		12.98
31310 - Taxi Driver	9.54	
31361 - Truckdriver, Light		12.98
31362 - Truckdriver, Medium	15.34	
31363 - Truckdriver, Heavy	16.39	
31364 - Truckdriver, Tractor-Trailer	16.39	

99000 - Miscellaneous Occupations

99030 - Cashier	9.10	
99050 - Desk Clerk	10.65	
99095 - Embalmer	21.55	
99251 - Laboratory Animal Caretaker I		9.03
99252 - Laboratory Animal Caretaker II		10.11
99310 - Mortician	24.04	
99410 - Pest Controller	13.78	
99510 - Photofinishing Worker	10.43	
99710 - Recycling Laborer	11.24	
99711 - Recycling Specialist	13.71	
99730 - Refuse Collector		10.03
99810 - Sales Clerk	11.41	
99820 - School Crossing Guard	8.29	
99830 - Survey Party Chief	20.96	
99831 - Surveying Aide		14.35
99832 - Surveying Technician	18.13	
99840 - Vending Machine Attendant		10.91
99841 - Vending Machine Repairer	13.10	

99842 - Vending Machine Repairer Helper

11.19

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: Life, accident, and health insurance plans, sick leave, pension plans, civic and personal leave, severance pay, and savings and thrift plans. Minimum employer contributions costing an average of \$3.01 per hour computed on the basis of all hours worked by service employees employed on the contract.

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 5 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year, New Year's Day, Martin Luther King Jr's Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4174)

THE OCCUPATIONS WHICH HAVE PARENTHESES AFTER THEM RECEIVE THE FOLLOWING BENEFITS (as numbered):

1) Does not apply to employees employed in a bona fide executive, administrative, or professional capacity as defined and delineated in 29 CFR 541. (See CFR 4.156)

2) **APPLICABLE TO AIR TRAFFIC CONTROLLERS ONLY - NIGHT DIFFERENTIAL:** An employee is entitled to pay for all work performed between the hours of 6:00 P.M. and 6:00 A.M. at the rate of basic pay plus a night pay differential amounting to 10 percent of the rate of basic pay.

3) **WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY:** If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

HAZARDOUS PAY DIFFERENTIAL: An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving regrading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to

immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

**** UNIFORM ALLOWANCE ****

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations," Fifth Edition, April 2006, unless otherwise indicated. Copies of the Directory are available on the Internet. A links to the Directory may be found on the WHD home page at <http://www.dol.gov/esa/whd/> or through the Wage Determinations On-Line (WDOL) Web site at <http://wdol.gov/>.

REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE {Standard Form 1444 (SF 1444)}

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. {See Section 4.6 (C)(vi)} When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).

- 2) After contract award, the contractor prepares a written report listing in order proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.
- 5) The contracting officer transmits the Wage and Hour decision to the contractor.
- 6) The contractor informs the affected employees.

Information required by the Regulations must be submitted on SF 1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to insure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.

AMENDMENT OF SOLICITATION/ MODIFICATION OF CONTRACT		1. CONTRACT ID CODE		PAGE OF PAGES 1 3	
2. AMENDMENT/MODIFICATION NO. 86		3. EFFECTIVE DATE See Block 16C		4. REQUISITION/PURCHASE REQ. NO. 4200211379	
5. PROJECT NO. (If applicable)		6. ISSUED BY CODE		7. ADMINISTERED BY (If other than Item 6) CODE	

NASA/Johnson Space Center
Attn: BH3/Lakshmi S. Logan
2101 NASA Parkway
Houston, TX 77058-3696

See Block 6

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and ZIP Code)

Raytheon Technical Services Company
Attn: Lee Anne Ward, Sr. Contracts Negotiator
Bay Terrace II
555 Forge River Road, Suite 120
Webster, TX 77598-4357

CODE		FACILITY CODE	
(x)	9A. AMENDMENT OF SOLICITATION NO.	9B. DATED (SEE ITEM 11)	
X	10A. MODIFICATION OF CONTRACT/ORDER NO. NAS 9-02102	10B. DATED (SEE ITEM 13) 2/3/03	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended, ☐ is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and returning ☐ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer Submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required) Total Obligation: \$4,763,000.00

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.(x)

(x)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
X	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b). FAR 52.232-22, Limitation of Funds & Clause B.4. CONTRACT FUNDING
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	d. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor ☒ is not, ☐ is required to sign this document and return _____ copies to the issuing office.

14. description of amendment/modification (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

The purpose of this modification is to modify Clause B.4, CONTRACT FUNDING and increase contract funding by \$4,763,000 from \$97,222,304.07 to \$101,985,304.07. The replacement pages are attached. Changes have been bolded and bar marked.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Cynthia W. Maclean, Contracting Officer	
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY (Signature of Contracting Officer)	16C. DATE SIGNED

Funding Recapitulation

	Thru Mod 84	Mod 86	TOTAL
Cost	\$89,995,595.06	\$4,349,771.65	\$94,345,366.71
	\$7,226,709.01	\$413,228.35	\$7,639,937.36
Total	\$97,222,304.07	\$4,763,000.00	\$101,985,304.07

B.4 CONTRACT FUNDING. (NFS 1852.232-81)(JUNE 1990)

(a.) For purposes of payment of cost, exclusive of fee, in accordance with the Limitation of Funds clause, the total amount allotted by the Government to this contract is **\$94,345,366.71**. This allotment is for [Insert applicable item number(s), task(s), or work description] and covers the following estimated period of performance: **September 30, 2007**.

(b.) An additional amount of **\$7,639,937.36** is obligated under this contract for payment of fee.

(End-of-Clause)

B.5 MINIMUM AND MAXIMUM INDEFINITE DELIVERY, INDEFINITE QUANTITY (IDIQ) CONTRACT VALUE

The guaranteed minimum quantity of work which will be required under this contract, and which will be initiated through the issuance of task orders, shall be \$10,000. There will be no further obligation on the part of the Government to issue additional task orders thereafter. The total maximum value is \$2.4 million for the 2-year period of performance. If additional performance terms are awarded, the maximum value for IDIQ work will increase by \$1,200,000 per year.

B.6 INDEFINITE QUANTITY WORK – UNIT PRICED RATE

Work that is of a nonrecurring nature and cannot be sufficiently identified, predetermined, or quantified in advance is identified as IDIQ work. The IDIQ work the Government currently anticipates is identified in Section C.5.10 of the Statement of Work. IDIQ work will be issued as Task Orders/Delivery Orders. The Contracting Officer will request a proposal from the contractor when the requirement can be defined well enough to price the effort. The contractor's proposal shall be based on the unit priced rates identified below, reasonable labor hours and material dollars and other direct costs (ODC). The price of the Task Order (including profit for Task Orders) shall be negotiated between the Contractor and the Contracting Officer. IDIQ work may be issued by facsimile, or by electronic commerce methods. IDIQ work shall be ordered in accordance with clauses entitled "Ordering," "Order Limitations," and "Indefinite

AMENDMENT OF SOLICITATION/ MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 3
2. AMENDMENT/MODIFICATION NO. 87	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. 4200217128, 4200217355	5. PROJECT NO. (If applicable)
6. ISSUED BY NASA/Johnson Space Center Attn: BH3/Lakshmi S. Logan 2101 NASA Parkway Houston, TX 77058-3696	CODE BH3/JGJ	7. ADMINISTERED BY (If other than Item 6)	CODE

See Block 6

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and ZIP Code)

Raytheon Technical Services Company
Attn: Lee Anne Ward, Sr. Contracts Negotiator
Bay Terrace II
555 Forge River Road, Suite 120
Webster, TX 77598-4357

CODE	FACILITY CODE
(X) 9A. AMENDMENT OF SOLICITATION NO.	9B. DATED (SEE ITEM 11)
X 10A. MODIFICATION OF CONTRACT/ORDER NO. NAS 9-02102	10B. DATED (SEE ITEM 13) 2/3/03

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended, ☐ is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and returning ☐ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer Submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

NET INCREASE: \$305,626.67

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS,
IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.(X)

(X)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
X	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b). FAR 52.232-22, Limitation of Funds & Clause B.4. CONTRACT FUNDING
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	d. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor ☒ is not, ☐ is required to sign this document and return _____ copies to the issuing office.

14. description of amendment/modification (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

The purpose of this modification is to modify Clause B.4, CONTRACT FUNDING and increase contract funding by \$305,626.67 from \$101,985,304.07 to \$102,290,930.74. The replacement pages are attached. Changes have been bolded and bar marked.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Cynthia W. Maclean, Contracting Officer	
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY (Signature of Contracting Officer)	16C. DATE SIGNED

Funding Recapitulation

	Thru Mod 86	Mod 87	TOTAL
Cost	\$94,345,366.71	\$279,111.11	\$94,624,477.82
	\$7,639,937.36	\$26,515.56	\$7,666,452.92
Total	\$101,985,304.07	\$305,626.67	\$102,290,930.74

B.4 CONTRACT FUNDING. (NFS 1852.232-81)(JUNE 1990)

(a.) For purposes of payment of cost, exclusive of fee, in accordance with the Limitation of Funds clause, the total amount allotted by the Government to this contract is **\$94,624,477.82**. This allotment is for [Insert applicable item number(s), task(s), or work description] and covers the following estimated period of performance: **October 5, 2007**.

(b.) An additional amount of **\$7,666,452.92** is obligated under this contract for payment of fee.

(End-of-Clause)

B.5 MINIMUM AND MAXIMUM INDEFINITE DELIVERY, INDEFINITE QUANTITY (IDIQ) CONTRACT VALUE

The guaranteed minimum quantity of work which will be required under this contract, and which will be initiated through the issuance of task orders, shall be \$10,000. There will be no further obligation on the part of the Government to issue additional task orders thereafter. The total maximum value is \$2.4 million for the 2-year period of performance. If additional performance terms are awarded, the maximum value for IDIQ work will increase by \$1,200,000 per year.

B.6 INDEFINITE QUANTITY WORK – UNIT PRICED RATE

Work that is of a nonrecurring nature and cannot be sufficiently identified, predetermined, or quantified in advance is identified as IDIQ work. The IDIQ work the Government currently anticipates is identified in Section C.5.10 of the Statement of Work. IDIQ work will be issued as Task Orders/Delivery Orders. The Contracting Officer will request a proposal from the contractor when the requirement can be defined well enough to price the effort. The contractor's proposal shall be based on the unit priced rates identified below, reasonable labor hours and material dollars and other direct costs (ODC). The price of the Task Order (including profit for Task Orders) shall be negotiated between the Contractor and the Contracting Officer. IDIQ work may be issued by facsimile, or by electronic commerce methods. IDIQ work shall be ordered in accordance with clauses entitled "Ordering," "Order Limitations," and "Indefinite

AMENDMENT OF SOLICITATION/ MODIFICATION OF CONTRACT AMENDMENT OF SOLICITATION/MODIFICATION		1. CONTRACT ID CODE		PAGE OF PAGES 1 6	
2. AMENDMENT/MODIFICATION NO. 88		3. EFFECTIVE DATE See Block 16C		4. REQUISITION/PURCHASE REQ. NO. N/A	
5. PROJECT NO. (If applicable)					
6. ISSUED BY CODE		7. ADMINISTERED BY (If other than Item 6) CODE			

NASA/Johnson Space Center
Attn: BH/Lakshmi S. Logan
2101 NASA Parkway
Houston, TX. 77058-3696

See Block 6

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code)

Raytheon Technical Services Company
Attn: Lee Anne Ward, Sr. Contracts Negotiator
Bay Terrace II
555 Forge River Road Suite 120
Webster, TX 77598-4357

CODE		FACILITY CODE	
(x)	9A. AMENDMENT OF SOLICITATION NO.	9B. DATED (SEE ITEM 11)	
X	10A. MODIFICATION OF CONTRACT/ORDER NO. NAS 9-02102	10B. DATED (SEE ITEM 13) 2/2/03	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended, ☐ is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and ☐ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. **FAILURE OF YOUR ACKNOWLEDGEMENT TO**

BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF

YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram

or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

N/A

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS,

IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.(x) (x)

(x)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
X	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: 52.243-2 Changes – Cost Reimbursement
	d. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor ☐ is not, ☒ is required to sign this document and 3 copies to the issuing office

14. Description of amendment/modification (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

See Page 2.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Cynthia W. Maclean	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
(Signature of person authorized to sign)		(Signature of Contracting Officer)	

The purpose of this Modification is to reflect the negotiation of proposal NSOC Extension Proposal Costs, submitted in response to the NSOC Extension Request for Proposal. This modification is agreed to be a complete and equitable adjustment for the contractor's proposal dated August 14, 2007, as well as any other proposal updates. The Contractor hereby releases the Government from any and all liability under this contract for further equitable adjustments attributable to such factors and/or circumstances giving rise to this proposal as well as all contract changes made in this modification.

Replacement pages are attached and are hereby incorporated into the contract. Changes are in bold.

B.3 Reconciliation	Prior to Mod 88	Mod 88 Basic	Mod 88
Estimated Cost	\$94,136,158	\$77,872	\$94,214,030
Maximum Available Award Fee	\$8,699,758	\$7,398	\$8,707,156
Cost Plus Award Fee	\$102,835,916	\$85,270	\$102,921,186

Award Fee Reconciliation

Evaluation Period	Prior to Mod 88	Mod 88	Revised Total
Basic			
04/01/03-09/30/03 (Earned)	\$635,835		
10/01/03-03/31/04 (Earned)	\$672,701		
04/01/04-09/31/04 (Earned)	\$688,454		
10/01/04-03/31/05 (Earned)	\$708,355		
04/01/05-09/31/05 (Earned)	\$774,005		
10/01/05-03/31/06 (Earned)	\$858,334		
04/01/06 - 09/30/06 (Available)	\$860,458		
10/01/06 – 03/31/07 (Available)	\$961,982		
Option 3			
04/01/07 - 09/30/07 (Available)	\$1,008,785	\$7,398	\$1,016,183
10/01/07 - 03/31/08 (Available)	\$1,008,784		

PART I - THE SCHEDULE

SECTION B - SUPPLIES OR SERVICES AND PRICE/COSTS

B.1 SUPPLIES AND/OR SERVICES TO BE FURNISHED

The contractor shall provide all resources and services (except as may be expressly stated in this contract as furnished by the Government) necessary to operate, maintain, and provide sustaining engineering for the Neutral Buoyancy Laboratory, the Space Vehicle Mockup Facility, and 920L, the Logistics and Mockup Facility, in accordance with the Work Statement in Section C.

This is a performance based, cost reimbursable type of contract. The contract performance will be measured in accordance with the award fee evaluation plan discussed elsewhere in the schedule.

(a.) This contract contains a cost plus award fee (CPAF) core requirement and a cost plus fixed fee (CPFF) indefinite delivery/indefinite quantity (IDIQ) portion.

(b.) All efforts set forth in the Work Statement are Cost Plus Award Fee core portion of this contract, with the exception of Work Statement paragraph C.5.10. Work Statement paragraph C.5.10 is the IDIQ portion of the contract.

(c.) Work Statement paragraph C. 5.10 will be covered by terms and condition of an IDIQ type contract.

(End-of-Clause)

B.2 ESTIMATED COST AND AWARD FEE. (1852.216-85) (SEP 1993)*

The estimated cost of this contract is **\$94,214,030**. The maximum available award fee, excluding base fee, if any, is **\$8,707,156**. The base fee is \$0. Total estimated cost, base fee, and maximum award fee are **\$102,921,186**.

(End-of-Clause)

OPTION F.6-3 (12 MONTHS)

(a.) B.2 entitled, "ESTIMATED COST, AWARD FEE" shall be modified to read:

The estimated cost of this contract is **\$94,214,030**. The maximum available award fee, excluding base fee, if any, is **\$8,707,156**. The base fee is \$0. Total estimated cost, base fee, and maximum award fee are **\$102,921,186**.

(b.) B.3 entitled, "Estimated Cost and Fee for the indefinite delivery/indefinite quantity requirements of the contract." Modified to read:

"(a) Total estimated cost of the IDIQ section of the contract is
NTE \$ 10,000,000. See task order procedures."

(c.) F.3 entitled, "Completion of Work" shall be modified to change the end date of the period of performance for SOW from March 31, 2007 to March 31, 2008.

(d.) Section I, page I-2, 52.222-2 "PAYMENT FOR OVERTIME PREMIUMS" shall be modified to change the overtime premium cost not to exceed amount to \$ 0.

APPENDIX 3
AWARD FEE DISTRIBUTION

<u>EVALUATION PERIOD (BASIC)</u>	<u>AVAILABL E AWARD FEE</u>	<u>EARNED AWARD FEE</u>
04/01/03 - 09/30/03	\$ 739,343	\$635,835
10/01/03 - 03/31/04	\$ 747,445	\$672,701
04/01/04 - 09/30/04	\$ 764,949	\$688,454
10/01/04 - 03/31/05	\$ 804,949	\$708,355.12
04/01/05 - 09/30/05	\$814,742	\$774,004.90
10/01/05 - 03/31/06	\$913,121	\$858,333.74
04/01/06 - 09/30/06	\$ 935,281	\$860,458.52
10/01/06 - 03/31/07	\$ 961,982	
<u>EVALUATION PERIOD (OPTION 3)</u>		
04/01/07 - 09/30/07	\$ 1,016,183	
10/01/07 - 03/31/08	\$ 1,008,784	

AMENDMENT OF SOLICITATION/ MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 3
2. AMENDMENT/MODIFICATION NO: 89	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. 4200219658	5. PROJECT NO. (If applicable)
6. ISSUED BY NASA/Johnson Space Center Attn: BH3/Lakshmi S. Logan 2101 NASA Parkway Houston, TX 77058-3696	CODE BH3/JGJ	7. ADMINISTERED BY (If other than Item 6)	CODE See Block 6

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and ZIP Code)

Raytheon Technical Services Company
Attn: Lee Anne Ward, Sr. Contracts Negotiator
Bay Terrace II
555 Forge River Road, Suite 120
Webster, TX 77598-4357

CODE	FACILITY CODE
(X) 9A. AMENDMENT OF SOLICITATION NO.	9B. DATED (SEE ITEM 11)
X 10A. MODIFICATION OF CONTRACT/ORDER NO. NAS 9-02102	10B. DATED (SEE ITEM 13) 2/3/03

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended, ☐ is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and returning ☐ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer Submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required) 4200219658 NET INCREASE: \$44,100

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS,
IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.(x)

(X)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
X	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b). FAR 52.232-22, Limitation of Funds & Clause B.4. CONTRACT FUNDING
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	d. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor ☒ is not, ☐ is required to sign this document and return _____ copies to the issuing office.

14. description of amendment/modification (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

See Page 2.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Cynthia W. Maclean, Contracting Officer	
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY (Signature of Contracting Officer)	16C. DATE SIGNED

The purpose of this modification is to modify Clause B.4, CONTRACT FUNDING and increase contract funding by \$44,100.00, from \$102,290,930.74 to \$102,335,030.74. The replacement pages are attached. Changes have been bolded and bar marked.

Funding Recapitulation

	Thru Mod 88	Mod 89	TOTAL
Cost	\$94,624,477.82	\$40,273.97	\$94,664,751.79
	\$7,666,452.92	\$3,826.03	\$7,670,278.95
Total	\$102,290,930.74	\$44,100.00	\$102,335,030.74

B.4 CONTRACT FUNDING. (NFS 1852.232-81)(JUNE 1990)

(a.) For purposes of payment of cost, exclusive of fee, in accordance with the Limitation of Funds clause, the total amount allotted by the Government to this contract is **\$94,664,751.79**. This allotment is for [Insert applicable item number(s), task(s), or work description] and covers the following estimated period of performance: **October 5, 2007**.

(b.) An additional amount of **\$7,670,278.95** is obligated under this contract for payment of fee.

(End-of-Clause)

B.5 MINIMUM AND MAXIMUM INDEFINITE DELIVERY, INDEFINITE QUANTITY (IDIQ) CONTRACT VALUE

The guaranteed minimum quantity of work which will be required under this contract, and which will be initiated through the issuance of task orders, shall be \$10,000. There will be no further obligation on the part of the Government to issue additional task orders thereafter. The total maximum value is \$2.4 million for the 2-year period of performance. If additional performance terms are awarded, the maximum value for IDIQ work will increase by \$1,200,000 per year.

B.6 INDEFINITE QUANTITY WORK – UNIT PRICED RATE

Work that is of a nonrecurring nature and cannot be sufficiently identified, predetermined, or quantified in advance is identified as IDIQ work. The IDIQ work the Government currently anticipates is identified in Section C.5.10 of the Statement of Work. IDIQ work will be issued as Task Orders/Delivery Orders. The Contracting Officer will request a proposal from the contractor when the requirement can be defined well enough to price the effort. The contractor's proposal shall be based on the unit priced rates identified below, reasonable labor hours and material dollars and other direct costs (ODC). The price of the Task Order (including profit for Task Orders) shall be negotiated between the Contractor and the Contracting Officer. IDIQ work may be issued by facsimile, or by electronic commerce methods. IDIQ work shall be ordered in accordance with clauses entitled "Ordering," "Order Limitations," and "Indefinite Quantity," and Section 5.10 of the Statement of Work. IDIQ price schedules for the contract core years and each potential award-term period follow.

AMENDMENT OF SOLICITATION/ MODIFICATION OF CONTRACT AMENDMENT OF SOLICITATION/MODIFICATION		1. CONTRACT ID CODE	PAGE OF PAGES 1 5
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2. AMENDMENT/MODIFICATION NO. 90	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. N/A	5. PROJECT NO. (If applicable)
6. ISSUED BY CODE	BH3/JGJ	7. ADMINISTERED BY (If other than Item 6)	CODE

NASA/Johnson Space Center
Attn: BH/Lakshmi S. Logan
2101 NASA Parkway
Houston, TX. 77058-3696

See Block 6

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code)

Raytheon Technical Services Company
Attn: Lee Anne Ward, Sr. Contracts Negotiator
Bay Terrace II
555 Forge River Road Suite 120
Webster, TX 77598-4357

CODE	FACILITY CODE
(x) 9A. AMENDMENT OF SOLICITATION NO.	9B. DATED (SEE ITEM 11)
X 10A. MODIFICATION OF CONTRACT/ORDER NO. NAS 9-02102	10B. DATED (SEE ITEM 13) 2/2/03

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for ☐ is extended, ☐ is not extended.
receipt of Offers

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and ☐ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO

BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF

YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram

or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

N/A

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS,
IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.(x) (x)

(x)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14. PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
X	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: Mutual Agreement of Parties; FAR 52.243-2, Changes – Cost Reimbursement (Aug 87), Alt. II (Apr 84)
	d. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor ☐ is not, ☒ is required to sign this document and 3 copies to the issuing office

14. Description of amendment/modification (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

The purpose of this modification is to update Clause I.3 – Security Requirements for Unclassified Information Technology Resources (NFS 1852.204-76) (MAY 2007). This modification is agreed to be a complete and equitable adjustment for the additional requirements contained in this modification. The contractor hereby releases the Government from any and all liability under this contract for further equitable adjustments. See Page 2.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Cynthia W. Maclean	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
(Signature of person authorized to sign)		(Signature of Contracting Officer)	

Section I.3 is deleted in its entirety and hereby replaced with the following:

**I.3 SECURITY REQUIREMENTS FOR UNCLASSIFIED INFORMATION
TECHNOLOGY RESOURCES (NFS 1852.204-76) (MAY 2007)**

(a) The Contractor shall be responsible for information and information technology (IT) security when –

(1) The Contractor or its subcontractors must obtain physical or electronic (i.e., authentication level 2 and above as defined in National Institute of Standards and Technology (NIST) Special Publication (SP) 800-63, Electronic Authentication Guideline) access to NASA's computer systems, networks, or IT infrastructure; or

(2) Information categorized as low, moderate, or high by the Federal Information Processing Standards (FIPS) 199, Standards for Security Categorization of Federal Information and Information Systems is stored, generated, processed, or exchanged by NASA or on behalf of NASA by a contractor or subcontractor, regardless of whether the information resides on a NASA or a contractor/subcontractor's information system.

(b) IT Security Requirements.

(1) Within 30 days after contract award, a Contractor shall submit to the Contracting Officer for NASA approval an IT Security Plan, Risk Assessment, and FIPS 199, Standards for Security Categorization of Federal Information and Information Systems, Assessment. These plans and assessments, including annual updates shall be incorporated into the contract as compliance documents.

(i) The IT system security plan shall be prepared consistent, in form and content, with NIST SP 800-18, Guide for Developing Security Plans for Federal Information Systems, and any additions/augmentations described in NASA Procedural Requirements (NPR) 2810, Security of Information Technology. The security plan shall identify and document appropriate IT security controls consistent with the sensitivity of the information and the requirements of Federal Information Processing Standards (FIPS) 200, Recommended Security Controls for Federal Information Systems. The plan shall be reviewed and updated in accordance with NIST SP 800-26, Security Self-Assessment Guide for Information Technology Systems, and FIPS 200, on a yearly basis.

(ii) The risk assessment shall be prepared consistent, in form and content, with NIST SP 800-30, Risk Management Guide for Information Technology Systems, and any additions/augmentations described in NPR 2810. The risk assessment shall be updated on a yearly basis.

(iii) The FIPS 199 assessment shall identify all information types as well as the "high water mark," as defined in FIPS 199, of the processed, stored, or transmitted information necessary to fulfill the contractual requirements.

(2) The Contractor shall produce contingency plans consistent, in form and content, with NIST SP 800-34, Contingency Planning Guide for Information Technology Systems, and any additions/augmentations described in NPR 2810. The Contractor shall perform yearly "Classroom Exercises." "Functional Exercises," shall be coordinated with the Center CIOs and be conducted once every three years, with the first conducted within the first two years of contract award. These exercises are defined and described in NIST SP 800-34.

(3) The Contractor shall ensure coordination of its incident response team with the NASA Incident Response Center (NASIRC) and the NASA Security Operations Center, ensuring that

incidents are reported consistent with NIST SP 800-61, Computer Security Incident Reporting Guide, and the United States Computer Emergency Readiness Team's (US-CERT) Concept of Operations for reporting security incidents. Specifically, any confirmed incident of a system containing NASA data or controlling NASA assets shall be reported to NASIRC within one hour that results in unauthorized access, loss or modification of NASA data, or denial of service affecting the availability of NASA data.

(4) The Contractor shall ensure that its employees, in performance of the contract, receive annual IT security training in NASA IT Security policies, procedures, computer ethics, and best practices in accordance with NPR 2810 requirements. The Contractor may use web-based training available from NASA to meet this requirement.

(5) The Contractor shall provide NASA, including the NASA Office of Inspector General, access to the Contractor's and subcontractors' facilities, installations, operations, documentation, databases, and personnel used in performance of the contract. Access shall be provided to the extent required to carry out IT security inspection, investigation, and/or audits to safeguard against threats and hazards to the integrity, availability, and confidentiality of NASA information or to the function of computer systems operated on behalf of NASA, and to preserve evidence of computer crime. To facilitate mandatory reviews, the Contractor shall ensure appropriate compartmentalization of NASA information, stored and/or processed, either by information systems in direct support of the contract or that are incidental to the contract.

(6) The Contractor shall ensure that system administrators who perform tasks that have a material impact on IT security and operations demonstrate knowledge appropriate to those tasks. Knowledge is demonstrated through the NASA System Administrator Security Certification Program. A system administrator is one who provides IT services (including network services, file storage, and/or web services) to someone other than themselves and takes or assumes the responsibility for the security and administrative controls of that service. Within 30 days after contract award, the Contractor shall provide to the Contracting Officer a list of all system administrator positions and personnel filling those positions, along with a schedule that ensures certification of all personnel within 90 days after contract award. Additionally, the Contractor should report all personnel changes which impact system administrator positions within 5 days of the personnel change and ensure these individuals obtain System Administrator certification within 90 days after the change.

(7) The Contractor shall ensure that NASA's Sensitive But Unclassified (SBU) information as defined in NPR 1600.1, NASA Security Program Procedural Requirements, which includes privacy information, is encrypted in storage and transmission.

(8) When the Contractor is located at a NASA Center or installation or is using NASA IP address space, the Contractor shall --

(i) Submit requests for non-NASA provided external Internet connections to the Contracting Officer for approval by the Network Security Configuration Control Board (NSCCB);

(ii) Comply with the NASA CIO metrics including patch management, operating systems and application configuration guidelines, vulnerability scanning, incident reporting, system administrator certification, and security training; and

(iii) Utilize the NASA Public Key Infrastructure (PKI) for all encrypted communication or non-repudiation requirements within NASA when secure email capability is required.

(c) Physical and Logical Access Requirements.

(1) Contractor personnel requiring access to IT systems operated by the Contractor for NASA or interconnected to a NASA network shall be screened at an appropriate level in accordance with NPR 2810 and Chapter 4, NPR 1600.1, NASA Security Program Procedural Requirements. NASA shall provide screening, appropriate to the highest risk level, of the IT systems and information accessed, using, as a minimum, National Agency Check with Inquiries (NACI). The Contractor shall submit the required forms to the NASA Center Chief of Security (CCS) within fourteen (14) days after contract award or assignment of an individual to a position requiring screening. The forms may be obtained from the CCS. At the option of NASA, interim access may be granted pending completion of the required investigation and final access determination. For Contractors who will reside on a NASA Center or installation, the security screening required for all required access (e.g., installation, facility, IT, information, etc.) is consolidated to ensure only one investigation is conducted based on the highest risk level. Contractors not residing on a NASA installation will be screened based on their IT access risk level determination only. See NPR 1600.1, Chapter 4.

(2) Guidance for selecting the appropriate level of screening is based on the risk of adverse impact to NASA missions. NASA defines three levels of risk for which screening is required (IT-1 has the highest level of risk).

(i) IT-1 -- Individuals having privileged access or limited privileged access to systems whose misuse can cause very serious adverse impact to NASA missions. These systems include, for example, those that can transmit commands directly modifying the behavior of spacecraft, satellites or aircraft.

(ii) IT-2 -- Individuals having privileged access or limited privileged access to systems whose misuse can cause serious adverse impact to NASA missions. These systems include, for example, those that can transmit commands directly modifying the behavior of payloads on spacecraft, satellites or aircraft; and those that contain the primary copy of "level 1" information whose cost to replace exceeds one million dollars.

(iii) IT-3 -- Individuals having privileged access or limited privileged access to systems whose misuse can cause significant adverse impact to NASA missions. These systems include, for example, those that interconnect with a NASA network in a way that exceeds access by the general public, such as bypassing firewalls; and systems operated by the Contractor for NASA whose function or information has substantial cost to replace, even if these systems are not interconnected with a NASA network.

(3) Screening for individuals shall employ forms appropriate for the level of risk as established in Chapter 4, NPR 1600.1.

(4) The Contractor may conduct its own screening of individuals requiring privileged access or limited privileged access provided the Contractor can demonstrate to the Contracting Officer that the procedures used by the Contractor are equivalent to NASA's personnel screening procedures for the risk level assigned for the IT position.

(5) Subject to approval of the Contracting Officer, the Contractor may forgo screening of Contractor personnel for those individuals who have proof of a --

(i) Current or recent national security clearances (within last three years);

(ii) Screening conducted by NASA within the last three years that meets or exceeds the screening requirements of the IT position; or

(iii) Screening conducted by the Contractor, within the last three years, that is equivalent to the NASA personnel screening procedures as approved by the Contracting Officer and concurred on by the CCS.

(d) The Contracting Officer may waive the requirements of paragraphs (b) and (c)(1) through (c)(3) upon request of the Contractor. The Contractor shall provide all relevant information requested by the Contracting Officer to support the waiver request.

(e) The Contractor shall contact the Contracting Officer for any documents, information, or forms necessary to comply with the requirements of this clause.

(f) At the completion of the contract, the contractor shall return all NASA information and IT resources provided to the contractor during the performance of the contract and certify that all NASA information has been purged from contractor-owned systems used in the performance of the contract.

(g) The Contractor shall insert this clause, including this paragraph (g), in all subcontracts

(1) Have physical or electronic access to NASA's computer systems, networks, or IT infrastructure; or

(2) Use information systems to generate, store, process, or exchange data with NASA or on behalf of NASA, regardless of whether the data resides on a NASA or a contractor's information system.

(End of clause)

AMENDMENT OF SOLICITATION/ MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 3
2. AMENDMENT/MODIFICATION NO. 91	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. 4200220660	5. PROJECT NO. (If applicable)
6. ISSUED BY CODE	BH3/JGJ	7. ADMINISTERED BY (If other than Item 6)	CODE

NASA/Johnson Space Center
Attn: BH3/Lakshmi S. Logan
2101 NASA Parkway
Houston, TX 77058-3696

See Block 6

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and ZIP Code)

Raytheon Technical Services Company
Attn: Lee Anne Ward, Sr. Contracts Negotiator
Bay Terrace II
555 Forge River Road, Suite 120
Webster, TX 77598-4357

CODE	FACILITY CODE
(x) 9A. AMENDMENT OF SOLICITATION NO.	9B. DATED (SEE ITEM 11)
X 10A. MODIFICATION OF CONTRACT/ORDER NO. NAS 9-02102	10B. DATED (SEE ITEM 13) 2/3/03

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended, ☐ is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and returning ☐ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer Submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required) 4200219658 NET INCREASE: \$44,100

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.(x)

(x)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
X	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b). FAR 52.232-22, Limitation of Funds & Clause B.4. CONTRACT FUNDING
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	d. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor ☒ is not, ☐ is required to sign this document and return _____ copies to the issuing office.

14. description of amendment/modification (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

See Page 2.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Cynthia W. Maclean, Contracting Officer	
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY (Signature of Contracting Officer)	16C. DATE SIGNED

The purpose of this modification is to modify Clause B.4, CONTRACT FUNDING and increase contract funding by \$3,300.00, from \$102,335,030.74 to \$102,338,330.74. The replacement pages are attached. Changes have been bolded and bar marked.

Funding Recapitulation

	Thru Mod 89	Mod 91	TOTAL
Cost	\$94,664,751.79	\$3,013.70	\$94,667,765.49
	\$7,670,278.95	\$286.30	\$7,670,565.25
Total	\$102,335,030.74	\$3,300.00	\$102,338,330.74

B.4 CONTRACT FUNDING. (NFS 1852.232-81)(JUNE 1990)

(a.) For purposes of payment of cost, exclusive of fee, in accordance with the Limitation of Funds clause, the total amount allotted by the Government to this contract is **\$94,667,765.49**. This allotment is for [Insert applicable item number(s), task(s), or work description] and covers the following estimated period of performance: **October 31, 2007**.

(b.) An additional amount of **\$7,670,565.25** is obligated under this contract for payment of fee.

(End-of-Clause)

B.5 MINIMUM AND MAXIMUM INDEFINITE DELIVERY, INDEFINITE QUANTITY (IDIQ) CONTRACT VALUE

The guaranteed minimum quantity of work which will be required under this contract, and which will be initiated through the issuance of task orders, shall be \$10,000. There will be no further obligation on the part of the Government to issue additional task orders thereafter. The total maximum value is \$2.4 million for the 2-year period of performance. If additional performance terms are awarded, the maximum value for IDIQ work will increase by \$1,200,000 per year.

B.6 INDEFINITE QUANTITY WORK – UNIT PRICED RATE

Work that is of a nonrecurring nature and cannot be sufficiently identified, predetermined, or quantified in advance is identified as IDIQ work. The IDIQ work the Government currently anticipates is identified in Section C.5.10 of the Statement of Work. IDIQ work will be issued as Task Orders/Delivery Orders. The Contracting Officer will request a proposal from the contractor when the requirement can be defined well enough to price the effort. The contractor's proposal shall be based on the unit priced rates identified below, reasonable labor hours and material dollars and other direct costs (ODC). The price of the Task Order (including profit for Task Orders) shall be negotiated between the Contractor and the Contracting Officer. IDIQ work may be issued by facsimile, or by electronic commerce methods. IDIQ work shall be ordered in accordance with clauses entitled "Ordering," "Order Limitations," and "Indefinite Quantity," and Section 5.10 of the Statement of Work. IDIQ price schedules for the contract core years and each potential award-term period follow.

AMENDMENT OF SOLICITATION/ MODIFICATION OF CONTRACT AMENDMENT OF SOLICITATION/MODIFICATION			1. CONTRACT ID CODE	PAGE OF PAGES 1 2	
2. AMENDMENT/MODIFICATION NO. 92	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. N/A	5. PROJECT NO. (If applicable)		
6. ISSUED BY CODE	BH3/JGJ	7. ADMINISTERED BY (If other than Item 6)	CODE		

NASA/Johnson Space Center
Attn: BH/Lakshmi S. Logan
2101 NASA Parkway
Houston, TX. 77058-3696

See Block 6

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code)

Raytheon Technical Services Company
Attn: Lee Anne Ward, Sr. Contracts Negotiator
Bay Terrace II
555 Forge River Road Suite 120
Webster, TX 77598-4357

CODE	FACILITY CODE
(x) 9A. AMENDMENT OF SOLICITATION NO.	9B. DATED (SEE ITEM 11)
X 10A. MODIFICATION OF CONTRACT/ORDER NO. NAS 9-02102	10B. DATED (SEE ITEM 13) 2/2/03

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for ☐ is extended, ☐ is not extended.
receipt of Offers

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and ☐ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO

BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF

YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram

or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

N/A

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS,
IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.(x) (x)

(x)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
X	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: H.7 Key Personnel and Facilities and Mutual Agreement
	d. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor ☐ is not, ☒ is required to, sign this document and 3 copies to the issuing office

14. Description of amendment/modification (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

The purpose of this Modification is to revise the key personnel clause.
See page 2.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Cynthia W. Maclean	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
(Signature of person authorized to sign)		(Signature of Contracting Officer)	

Section H.6 Key Personnel and Facilities is deleted in its entirety and replaced with the following:

H.7 KEY PERSONNEL AND FACILITIES. (1852.235-71)(MARCH 1989)

- (a.) The personnel and/or facilities listed below (or specified in the contract Schedule) are considered essential to the work being performed under this contract. Before removing, replacing, or diverting any of the listed or specified personnel or facilities, the Contractor shall (1) notify the Contracting Officer reasonably in advance and (2) submit justification (including proposed substitutions) in sufficient detail to permit evaluation of the impact on this contract.
- (b.) The Contractor shall make no diversion without the Contracting Officer's written consent; provided that the Contracting Officer may ratify in writing the proposed change, and that ratification shall constitute the Contracting Officer's consent required by this clause.
- (c.) The list of personnel and/or facilities (shown below or as specified in the contract Schedule) may, with the consent of the contracting parties, be amended from time to time during the course of the contract to add or delete personnel and/or facilities.

Key Personnel:

b4

(End of clause)

AMENDMENT OF SOLICITATION/ MODIFICATION OF CONTRACT		1. CONTRACT ID CODE		PAGE OF PAGES 1 3	
2. AMENDMENT/MODIFICATION NO. 93		3. EFFECTIVE DATE See Block 16C		4. REQUISITION/PURCHASE REQ. NO. 4200224239	
6. ISSUED BY CODE		7. ADMINISTERED BY (If other than Item 6) CODE		5. PROJECT NO. (If applicable)	

NASA/Johnson Space Center
Attn: BH3/Lakshmi S. Logan
2101 NASA Parkway
Houston, TX 77058-3696

See Block 6

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and ZIP Code)

Raytheon Technical Services Company
Attn: Lee Anne Ward, Sr. Contracts Negotiator
Bay Terrace II
555 Forge River Road, Suite 120
Webster, TX 77598-4357

CODE		FACILITY CODE	
(X)	9A. AMENDMENT OF SOLICITATION NO.	9B. DATED (SEE ITEM 11)	
X	10A. MODIFICATION OF CONTRACT/ORDER NO. NAS 9-02102	10B. DATED (SEE ITEM 13) 2/3/03	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended, ☐ is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and returning ☐ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer Submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required) 4200219658 NET INCREASE: \$44,100

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.(x)

(x)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
X	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b). FAR 52.232-22, Limitation of Funds & Clause B.4. CONTRACT FUNDING
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	d. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor ☒ is not, ☐ is required to sign this document and return _____ copies to the issuing office.

14. description of amendment/modification (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

See Page 2.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Cynthia W. Maclean, Contracting Officer	
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY (Signature of Contracting Officer)	16C. DATE SIGNED

The purpose of this modification is to modify Clause B.4, CONTRACT FUNDING and increase contract funding by \$2,200,000.00, from \$102,338,330.74 to \$104,538,330.74. The replacement pages are attached. Changes have been bolded and bar marked.

Funding Recapitulation

	Thru Mod 92	Mod 93	TOTAL
Cost	\$94,667,765.49	\$2,009,132.42	\$96,676,897.91
	\$7,670,565.25	\$190,867.58	\$7,861,432.83
Total	\$102,338,330.74	\$2,200,000.00	\$104,538,330.74

B.4 CONTRACT FUNDING. (NFS 1852.232-81)(JUNE 1990)

(a.) For purposes of payment of cost, exclusive of fee, in accordance with the Limitation of Funds clause, the total amount allotted by the Government to this contract is **\$96,676,897.91**. This allotment is for [Insert applicable item number(s), task(s), or work description] and covers the following estimated period of performance: **November 30, 2007**.

(b.) An additional amount of **\$7,861,432.83** is obligated under this contract for payment of fee.

(End-of-Clause)

B.5 MINIMUM AND MAXIMUM INDEFINITE DELIVERY, INDEFINITE QUANTITY (IDIQ) CONTRACT VALUE

The guaranteed minimum quantity of work which will be required under this contract, and which will be initiated through the issuance of task orders, shall be \$10,000. There will be no further obligation on the part of the Government to issue additional task orders thereafter. The total maximum value is \$2.4 million for the 2-year period of performance. If additional performance terms are awarded, the maximum value for IDIQ work will increase by \$1,200,000 per year.

B.6 INDEFINITE QUANTITY WORK – UNIT PRICED RATE

Work that is of a nonrecurring nature and cannot be sufficiently identified, predetermined, or quantified in advance is identified as IDIQ work. The IDIQ work the Government currently anticipates is identified in Section C.5.10 of the Statement of Work. IDIQ work will be issued as Task Orders/Delivery Orders. The Contracting Officer will request a proposal from the contractor when the requirement can be defined well enough to price the effort. The contractor's proposal shall be based on the unit priced rates identified below, reasonable labor hours and material dollars and other direct costs (ODC). The price of the Task Order (including profit for Task Orders) shall be negotiated between the Contractor and the Contracting Officer. IDIQ work may be issued by facsimile, or by electronic commerce methods. IDIQ work shall be ordered in accordance with clauses entitled "Ordering," "Order Limitations," and "Indefinite Quantity," and Section 5.10 of the Statement of Work. IDIQ price schedules for the contract core years and each potential award-term period follow.

AMENDMENT OF SOLICITATION/ MODIFICATION OF CONTRACT		1. CONTRACT ID CODE		PAGE OF PAGES 1 2	
2. AMENDMENT/MODIFICATION NO. 94		3. EFFECTIVE DATE See Block 16C		4. REQUISITION/PURCHASE REQ. NO. N/A	
6. ISSUED BY NASA/Johnson Space Center Attn: BH/L. Sheela Logan 2101 NASA Parkway Houston, TX 77058-3696		7. ADMINISTERED BY (If other than Item 6) See Block 6		5. PROJECT NO. (If applicable)	

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and ZIP Code)

Raytheon Technical Services Company
Attn: Lee Anne Ward, Contracts Manager
Bay Terrace II
555 Forge River Road Suite 120
Webster, TX 77598-4357

CODE		FACILITY CODE	
(X)	9A. AMENDMENT OF SOLICITATION NO.	9B. DATED (SEE ITEM 11)	
X	10A. MODIFICATION OF CONTRACT/ORDER NO. NAS 9-02102	10B. DATED (SEE ITEM 13) 2/3/03	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended, ☐ is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and returning ☐ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer Submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required) N/A

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.(x)

(x)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	d. OTHER (Specify type of modification and authority) FAR 52.222-41, Service Contract Act (July 2005)

E. IMPORTANT: Contractor ☒ is not, ☐ is required to sign this document and return _____ copies to the issuing office.

14. description of amendment/modification (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

The purpose of this modification is to incorporate the current Standard Form (SF) 98A for the Department of Labor (DOL) Wage Determination into the contract. The effective date of the DOL Wage Determination is April 1, 2007. Modification 85 incorporated NASA Notice No. 53165 and Wage Determination 2005-2516 (R3), dated December 6, 2006 into the contract, however, the SF 98A was inadvertently not updated.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Cynthia W. Maclean, Contracting Officer	
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY (Signature of Contracting Officer)	16C. DATE SIGNED

STANDARD FORM 98a February 1973 U.S. DEPARTMENT OF LABOR Employment Standards Administration	NOTICE OF INTENTION TO MAKE A SERVICE CONTRACT AND RESPONSE TO NOTICE (Attachment A)		11. Notice No. NASA 53165
12. CLASSES OF SERVICE EMPLOYEES TO BE EMPLOYED ON CONTRACT Harris County, TX; 2005-2516, Occupations included in "DOL Directory"	13. NUMBER OF EMPLOYEES IN EACH CLASS	14. HOURLY WAGE RATE THAT WOULD BE PAID IF FEDERALLY EMPLOYED	
Computer Systems Analyst, I	2	GS-9 \$23.56	
Computer Programmer, I	1	GS-5 \$15.55	
Computer Programmer, II	1	GS-7 \$19.26	
Drafter, II	3	GS-4 \$13.90	
Drafter, III	1	GS-5 \$15.55	
Drafter, IV	4	GS-7 \$19.26	
Engineering Technician, I	5	GS-3 \$12.38	
Engineering Technician, II	5	GS-4 \$13.90	
Engineering Technician, III	15	GS-5 \$15.55	
Engineering Technician, IV	8	GS-7 \$19.26	
Secretary, I	2	GS-4 \$13.90	
Secretary, II	3	GS-5 \$15.55	
Secretary, III	4	GS-6 \$17.33	
General Clerk, II	2	GS-3 \$12.38	
General Clerk, III	2	GS-4 \$13.90	
Production Control Clerk	5	GS-6 \$17.33	
Machinists, Maintenance	6	WG-10 \$22.79	
Sewing Machine Operator	1	WG-6 \$17.63	
Welder, Combination, Maintenance	3	WG-10 \$22.79	
Forklift Operator	2	WG-5 \$16.18	
Laborer	1	WG-2 \$11.84	
Messenger (Courier)	1	GS-5 \$15.55	
Shipping/Receiving Clerk	3	WG-4 \$14.73	
Scheduler Maintenance	1	GS-4 \$13.90	
Conformed Positions:			
NBL Dive Operations Specialist, I (\$17.14)	15	GS-3 \$12.38	
NBL Dive Operations Specialist, II (\$18.62)	14	GS-4 \$13.90	
NBL Dive Operations Specialist, III (\$21.99)	31	GS-5 \$15.55	
NBL Dive Operations Specialist, IV (\$27.10)	8	GS-7 \$19.26	

AMENDMENT OF SOLICITATION/ MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 3
2. AMENDMENT/MODIFICATION NO. 95	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. 4200217128	5. PROJECT NO. (If applicable)
6. ISSUED BY CODE	BH3/JGJ	7. ADMINISTERED BY (If other than Item 6)	CODE

NASA/Johnson Space Center
Attn: BH3/Lakshmi S. Logan
2101 NASA Parkway
Houston, TX 77058-3696

See Block 6

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and ZIP Code)

Raytheon Technical Services Company
Attn: Lee Anne Ward, Sr. Contracts Negotiator
Bay Terrace II
555 Forge River Road, Suite 120
Webster, TX 77598-4357

CODE	FACILITY CODE
(X) 9A. AMENDMENT OF SOLICITATION NO.	9B. DATED (SEE ITEM 11)
X 10A. MODIFICATION OF CONTRACT/ORDER NO. NAS 9-02102	10B. DATED (SEE ITEM 13) 2/3/03

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended, ☐ is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and returning ☐ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer Submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required) 4200217128 NET INCREASE: (\$9,947.52)

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS,
IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.(x)

(X)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
X	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b). FAR 52.232-22, Limitation of Funds & Clause B.4. CONTRACT FUNDING
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	d. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor ☒ is not, ☐ is required to sign this document and return _____ copies to the issuing office.

14. description of amendment/modification (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

See Page 2.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Cynthia W. Maclean, Contracting Officer	
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY (Signature of Contracting Officer)	16C. DATE SIGNED

The purpose of this modification is to modify Clause B.4, CONTRACT FUNDING and decrease contract funding by \$9,947.52, from \$104,538,330.74 to \$104,528,383.22. The replacement pages are attached. Changes have been bolded and bar marked.

Funding Recapitulation

	Thru Mod 94	Mod 95	TOTAL
Cost	\$96,676,897.91	(\$9,084.49)	\$96,667,813.42
	\$7,861,432.83	(\$863.03)	\$7,860,569.80
Total	\$104,538,330.74	(\$9,947.52)	\$104,528,383.22

B.4 CONTRACT FUNDING. (NFS 1852.232-81)(JUNE 1990)

(a.) For purposes of payment of cost, exclusive of fee, in accordance with the Limitation of Funds clause, the total amount allotted by the Government to this contract is **\$96,667,813.42**. This allotment is for [Insert applicable item number(s), task(s), or work description] and covers the following estimated period of performance: **November 30, 2007**.

(b.) An additional amount of **\$7,860,569.80** is obligated under this contract for payment of fee.

(End-of-Clause)

AMENDMENT OF SOLICITATION/ MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 3
2. AMENDMENT/MODIFICATION NO. 96	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. 4200227401	5. PROJECT NO. (If applicable)
6. ISSUED BY CODE	BH3/JGJ	7. ADMINISTERED BY (If other than Item 6)	CODE

NASA/Johnson Space Center
Attn: BH3/Lakshmi S. Logan
2101 NASA Parkway
Houston, TX 77058-3696

See Block 6

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and ZIP Code)

Raytheon Technical Services Company
Attn: Lee Anne Ward, Sr. Contracts Negotiator
Bay Terrace II
555 Forge River Road, Suite 120
Webster, TX 77598-4357

CODE (x)	9A. AMENDMENT OF SOLICITATION NO.	FACILITY CODE 9B. DATED (SEE ITEM 11)
X	10A. MODIFICATION OF CONTRACT/ORDER NO. NAS 9-02102	10B. DATED (SEE ITEM 13) 2/3/03

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended, ☐ is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and returning ☐ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer Submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required) 4200227401 NET INCREASE: \$1,724,700

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS,
IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.(x)

(x)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
X	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b). FAR 52.232-22, Limitation of Funds & Clause B.4. CONTRACT FUNDING
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	d. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor ☒ is not, ☐ is required to sign this document and return _____ copies to the issuing office.

14. description of amendment/modification (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

See Page 2.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Cynthia W. Maclean, Contracting Officer	
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY (Signature of Contracting Officer)	16C. DATE SIGNED

The purpose of this modification is to modify Clause B.4, CONTRACT FUNDING and increase contract funding by \$1,724,700.00, from \$104,528,383.22 to \$106,253,083.22. The replacement pages are attached. Changes have been bolded and bar marked.

Funding Recapitulation

	Thru Mod 95	Mod 96	TOTAL
Cost	\$96,667,813.42	\$1,575,068.49	\$98,242,881.91
	\$7,860,569.80	\$149,631.51	\$8,010,201.31
Total	\$104,528,383.22	\$1,724,700.00	\$106,253,083.22

B.4 CONTRACT FUNDING. (NFS 1852.232-81)(JUNE 1990)

(a.) For purposes of payment of cost, exclusive of fee, in accordance with the Limitation of Funds clause, the total amount allotted by the Government to this contract is **\$98,242,881.91**. This allotment is for [Insert applicable item number(s), task(s), or work description] and covers the following estimated period of performance: **December 31, 2007**.

(b.) An additional amount of **\$8,010,201.31** is obligated under this contract for payment of fee.

(End of Clause)

AMENDMENT OF SOLICITATION/ MODIFICATION OF CONTRACT		1. CONTRACT ID CODE NAS 9-02102		PAGE OF PAGES 1 3	
2. AMENDMENT/MODIFICATION NO. Modification 97		3. EFFECTIVE DATE See Block 16C		4. REQUISITION/PURCHASE REQ. NO. N/A	
6. ISSUED BY NASA Lyndon B. Johnson Space Center Attn: Lakshmi S. Logan/BH 2101 NASA Parkway Houston, Texas 77058		7. ADMINISTERED BY (If other than Item 6) BH3/JGJ		5. PROJECT NO. (If applicable)	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and ZIP Code) Raytheon Technical Services Company Bay Terrace II 555 Forge River Road, Suite 120 Attn: Lee Anne Ward Webster, TX 77598-4357					
CODE (X)		FACILITY CODE			
9A. AMENDMENT OF SOLICITATION NO.		9B. DATED (SEE ITEM 11)			
X		10A. MODIFICATION OF CONTRACT/ORDER NO. NAS 9-02102			
		10B. DATED (SEE ITEM 13) 2/3/03			
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS					
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is <input type="checkbox"/> is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:					
(a) By completing Items 8 and 15, and <input type="checkbox"/> copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.					
12. ACCOUNTING AND APPROPRIATION DATA (If required)					
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.(x)					
(x) A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.					
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).					
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:					
d. OTHER (Specify type of modification and authority) X Terms and Conditions of Attachment J-3 Award Fee Plan					
E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.					
14. description of amendment/modification (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)					

AWARD FEE PAYMENT

(See pages 2-3)

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Cynthia W. Maclean, Contracting Officer	
15B. CONTRACTOR/OFFEROR <i>(Signature of person authorized to sign)</i>	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY <i>(Signature of Contracting Officer)</i>	16C. DATE SIGNED

- I. The purpose of Modification 97 is to recognize the Award Fee earned for NSOC Performance during the period of April 1, 2007 through September 30, 2007. Of the available Award Fee pool of \$1,016,183.00, the contractor is hereby entitled to \$934,888.36. The contractor has provisionally invoiced the Government for \$605,274.00 during the Award Fee period.

Therefore, the amount due and payable to the contractor for Award Fee earned is \$329,614.36.

	Award Fee Available	Award Fee Unearned	Award Fee Earned	Less Provisional Invoiced Amount	Award Fee Due & Payable
Award Fee Period 9	\$1,016,183.00	\$81,294.64	\$934,888.36	\$605,274.00	\$329,614.36

- II. In order to reflect the earned award fee, Appendix 3, Award Fee Distribution, of Attachment J-3, is deleted in its entirety and replaced with the following:

Attachment J-3
Performance Evaluation Plan
NAS 9-02102
AWARD FEE DISTRIBUTION

APPENDIX 3
AWARD FEE DISTRIBUTION

<u>EVALUATION PERIOD</u> <u>(BASIC)</u>	<u>AVAILABLE</u> <u>AWARD FEE</u>	<u>EARNED</u> <u>AWARD</u> <u>FEE</u>
04/01/03 - 09/30/03	\$ 739,343	\$635,835
10/01/03 - 03/31/04	\$ 747,445	\$672,701
04/01/04 - 09/30/04	\$ 764,949	\$688,454
10/01/04 - 03/31/05	\$ 804,949	\$708,355.12
04/01/05 - 09/30/05	\$814,742	\$774,004.90
10/01/05 - 03/31/06	\$913,121	\$858,333.74
04/01/06 - 09/30/06	\$ 935,281	\$860,458.52
10/01/06 - 03/31/07	\$ 961,982	\$875,403.62
04/01/07 - 09/30/07	\$1,016,183	\$934,888.36
10/01/07 - 03/31/08	\$1,008,784	

AMENDMENT OF SOLICITATION/ MODIFICATION OF CONTRACT		1. CONTRACT ID CODE		PAGE OF PAGES 1 3	
2. AMENDMENT/MODIFICATION NO. 98		3. EFFECTIVE DATE See Block 16C		4. REQUISITION/PURCHASE REQ. NO. 4200230811	
5. PROJECT NO. (If applicable)		6. ISSUED BY CODE BH3/JGJ		7. ADMINISTERED BY (If other than Item 6) CODE	

NASA/Johnson Space Center
Attn: BH3/Lakshmi S. Logan
2101 NASA Parkway
Houston, TX 77058-3696

See Block 6

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and ZIP Code)

Raytheon Technical Services Company
Attn: Lee Anne Ward, Sr. Contracts Negotiator
Bay Terrace II
555 Forge River Road, Suite 120
Webster, TX 77598-4357

CODE	FACILITY CODE
(x) 9A. AMENDMENT OF SOLICITATION NO.	9B. DATED (SEE ITEM 11)
X 10A. MODIFICATION OF CONTRACT/ORDER NO. NAS 9-02102	10B. DATED (SEE ITEM 13) 2/3/03

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended, ☐ is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and returning ☐ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer Submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required) 4200230811 NET INCREASE: \$1,560,000

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS,
IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.(x)

(x)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
X	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b). FAR 52.232-22, Limitation of Funds & Clause B.4. CONTRACT FUNDING
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	d. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor ☒ is not, ☐ is required to sign this document and return _____ copies to the issuing office.

14. description of amendment/modification (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

See Page 2.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Julie K. Karr, Contracting Officer	
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY (Signature of Contracting Officer)	16C. DATE SIGNED

The purpose of this modification is to modify Clause B.4, CONTRACT FUNDING and increase contract funding by \$1,560,000.00, from \$106,253,083.22 to \$107,813,083.22. The replacement pages are attached. Changes have been bolded and bar marked.

Funding Recapitulation

	Thru Mod 97	Mod 98	TOTAL
Cost	\$98,242,881.91	\$1,424,657.53	\$99,667,539.44
	\$8,010,201.31	\$135,342.47	\$8,145,543.78
Total	\$106,253,083.22	\$1,560,000.00	\$107,813,083.22

B.4 CONTRACT FUNDING. (NFS 1852.232-81)(JUNE 1990)

(a.) For purposes of payment of cost, exclusive of fee, in accordance with the Limitation of Funds clause, the total amount allotted by the Government to this contract is **\$99,667,539.44**. This allotment is for [Insert applicable item number(s), task(s), or work description] and covers the following estimated period of performance: **January 25, 2008**.


(b.) An additional amount of **\$8,145,543.78** is obligated under this contract for payment of fee.

(End of Clause)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE		PAGE OF PAGES 1 3	
2. AMENDMENT/MODIFICATION NO. 99		3. EFFECTIVE DATE See Block 16C		4. REQUISITION/PURCHASE REQ. NO. 4200234309	
6. ISSUED BY NASA/Johnson Space Center Attn: Patti Avery-Bangert 2101 NASA Parkway Houston TX 77058-3696		CODE JSC		7. ADMINISTERED BY (If other than Item 6) NASA/Johnson Space Center Attn: Patti Avery-Bangert/BH 2101 NASA Parkway Houston TX 77058-3696	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) RAYTHEON TECHNICAL SERVICES COMPANY Attn: Lee Anne Ward Bay Terrace II 555 Forge River Rd, Suite 120 HOUSTON TX 77598-4357		(x)		9A. AMENDMENT OF SOLICITATION NO.	
				9B. DATED (SEE ITEM 11)	
		x		10A. MODIFICATION OF CONTRACT/ORDER NO. NAS9-02102	
				10B. DATED (SEE ITEM 11) 02/03/2003	
CODE		FACILITY CODE			
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS					
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended. <input type="checkbox"/> is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.					
12. ACCOUNTING AND APPROPRIATION DATA (If required) Net Increase: \$940,000.00					
13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.					
CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.				
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).				
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:				
X	D. OTHER (Specify type of modification and authority) FAR 52.232-22, Limitation of Funds; Clause B.4, Contract Funding				
E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not. <input type="checkbox"/> is required to sign this document and return _____ 0 _____ copies to the issuing office.					
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)					

See page 2.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Cynthia Maclean	
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA  (Signature of Contracting Officer)	16C. DATE SIGNED 1/23/08

NSN 7540-01-152-8070
Previous edition unusable

STANDARD FORM 30 (REV. 10-83)
Prescribed by GSA
FAR (48 CFR) 53.243

The purpose of this modification is to modify Clause B.4, CONTRACT FUNDING and increase contract funding by \$940,000.00, from \$107,813,083.22 to \$108,753,083.22. The replacement pages are attached. Changes have been bolded and bar marked.

Funding Recapitulation

	Thru Mod 98	Current Obligation Mod 99	TOTAL
Cost	\$99,667,539.44	\$866,359.45	\$100,533,898.89
Fee	\$8,145,543.78	\$73,640.55	\$8,219,184.33
Total	\$107,813,083.22	\$940,000.00	\$108,753,083.22

B.4 CONTRACT FUNDING. (NFS 1852.232-81)(JUNE 1990)

(a.) For purposes of payment of cost, exclusive of fee, in accordance with the Limitation of Funds clause, the total amount allotted by the Government to this contract is **\$100,533,898.89**. This allotment is for [Insert applicable item number(s), task(s), or work description] and covers the following estimated period of performance: **February 15, 2008**.

(b.) An additional amount of **\$8,219,184.33** is obligated under this contract for payment of fee.

(End of Clause)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE		PAGE OF PAGES	
				1 3	
2. AMENDMENT/MODIFICATION NO.		3. EFFECTIVE DATE		4. REQUISITION/PURCHASE REQ. NO.	
100		See Block 16C		4200237391	
6. ISSUED BY		CODE		5. PROJECT NO. (If applicable)	
NASA/Johnson Space Center Attn: Patti Avery-Bangert 2101 NASA Parkway Houston TX 77058-3696		JSC			
		7. ADMINISTERED BY (If other than Item 6)		CODE	
		NASA/Johnson Space Center Attn: Patti Avery-Bangert/BH 2101 NASA Parkway Houston TX 77058-3696		JSC	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)		9A. AMENDMENT OF SOLICITATION NO.			
RAYTHEON TECHNICAL SERVICES COMPANY Attn: Lee Anne Ward Bay Terrace II 555 Forge River Rd, Suite 120 HOUSTON TX 77598-4357		(x)			
		9B. DATED (SEE ITEM 11)			
		10A. MODIFICATION OF CONTRACT/ORDER NO.			
CODE		FACILITY CODE		10B. DATED (SEE ITEM 11)	
				02/03/2003	
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS					
<p>The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended. <input type="checkbox"/> is not extended.</p> <p>Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.</p>					
12. ACCOUNTING AND APPROPRIATION DATA (If required)		Net Increase:			
See Schedule		\$4,168,102.78			
13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.					
CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.				
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).				
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:				
X	D. OTHER (Specify type of modification and authority) FAR 52.232-22, Limitation of Funds; Clause B.4, Contract Funding				
E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not. <input type="checkbox"/> is required to sign this document and return _____ 0 _____ copies to the issuing office.					
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)					
See page 2.					

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
		Cynthia Maclean	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
(Signature of person authorized to sign)		Cynthia W. Maclean	12/20/08
		(Signature of Contracting Officer)	
NSN 7540-01-152-8070 Previous edition unusable		STANDARD FORM 30 (REV. 10-83) Prescribed by GSA FAR (48 CFR) 53.243	

The purpose of this modification is to modify Clause B.4, CONTRACT FUNDING and increase contract funding by \$4,168,102.78, from \$108,753,083.22 to \$112,921,186.00. The replacement pages are attached. Changes have been bolded and bar marked.

Funding Recapitulation


	Thru Mod 99	Current Obligation Mod 100	TOTAL
Cost	\$100,533,898.89	\$3,841,569.38	\$104,375,468.27
Fee	\$8,219,184.33	\$326,533.40	\$8,545,717.73
Total	\$108,753,083.22	\$4,168,102.78	\$112,921,186.00

B.4 CONTRACT FUNDING. (NFS 1852.232-81)(JUNE 1990)

(a.) For purposes of payment of cost, exclusive of fee, in accordance with the Limitation of Funds clause, the total amount allotted by the Government to this contract is **\$104,375,468.27**. This allotment is for [Insert applicable item number(s), task(s), or work description] and covers the following estimated period of performance: **March 31, 2008**.

(b.) An additional amount of **\$8,545,717.73** is obligated under this contract for payment of fee.

(End of Clause)

AMENDMENT OF SOLICITATION/ MODIFICATION OF CONTRACT		1. CONTRACT ID CODE NAS9-02102	PAGE OF PAGES 11
2. AMENDMENT/MODIFICATION NO. Modification 101	3. EFFECTIVE DATE 3/11/08	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (if applicable)
6. ISSUED BY NASA Lyndon B. Johnson Space Center Attn: Patti Avery-Bangert Mail Code BH 2101 NASA Parkway Houston, Texas 77058	CODE	7. ADMINISTERED BY (if other than Item 6)	<div style="border: 2px solid black; padding: 5px; text-align: center;"> APPROVED  JSC PROCUREMENT OFFICER 3/3/08 DATE </div>
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State, and ZIP Code) Raytheon Technical Services Company Attn: Lee Anne Ward, Sr. Contracts Negotiator Bay Terrace II 555 Forge River Road Suite 120 Webster, TX 77598-4357			
CODE (X)	9A. AMENDMENT OF SOLICITATION NO.	FACILITY CODE 9B. DATED (SEE ITEM 11)	
X	10A. MODIFICATION OF CONTRACT/ORDER NO. NAS9-02102	10B. DATED (SEE ITEM 13) 2/2/03	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☒ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

- (a) By completing Items 8 and 15, and returning ☐ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING and APPROPRIATION DATA (if required)

13. THIS ITEM APPLIES ONLY TO MODIFICATION OF CONTRACTS/ORDERS.
IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.(x)

	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO THE AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) Mutual Agreement Both Parties

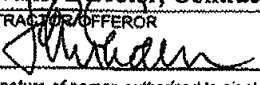
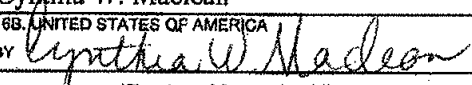
E. IMPORTANT: Contractor is not X is required to sign this document and return 3 copies to the issuing office.

14. Description of amendment/modification (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

The purpose of this modification is to:

- Increase B.2 Estimated Cost & Award Fee as follows: estimated cost from \$94,214,030 by \$52,041,863 to \$146,255,893, the maximum award fee from \$8,707,156 by \$4,943,977 to \$13,651,133 and the total estimated cost and fee from \$102,921,186 by \$56,985,840 to \$159,907,026.
- Increase B.3 Estimated Cost & Fixed Fee from \$10,000,000 by \$15,000,000 to \$25,000,000.
- Extend the period of performance from 3/31/08 to 9/30/10.
- Add Option F.6-4 with a one year period of performance.

The contract is replaced in its entirety with the attached, changes are vertically bar-marked. A contract value recapitulation is also attached. Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print) John Evans, Director, Contracts		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Cynthia W. Maclean	
15B. CONTRACTING OFFICER  (Signature of person authorized to sign)	15C. DATE SIGNED 2/27/08	16B. UNITED STATES OF AMERICA BY  (Signature of Contracting Officer)	16C. DATE SIGNED 2/29/08

B.2 ESTIMATED COST AND AWARD FEE. (1852.216-85) (SEP 1993)

(a) The estimated cost of this contract is **\$146,255,893**. The maximum available award fee, excluding base fee, if any, is **\$13,651,133**. The base fee is **\$ 0**. Total estimated cost, base fee, and maximum award fee are **\$159,907,026**.

Part (a) applies to the core work statement, excluding SOW Paragraph 5.10.

(b) The estimated cost and award fee for this contract are divided as follows.

Estimated Cost (completion)	\$146,255,893
<u>Maximum Available Award Fee</u>	<u>\$ 13,651,133</u>
Total Estimated Cost and Fee	\$159,907,026
<u>Issued IDIQ Task/Delivery Orders (clause B-3)*</u>	<u>\$ 8,588,526</u>

TOTAL CONTRACT VALUE	\$168,495,552
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*NOTE: Amounts for estimated cost and fixed fee for cost reimbursable IDIQ task/delivery orders issued will be periodically updated unilaterally as these IDIQ task/delivery orders are issued/amended.

(End of clause)

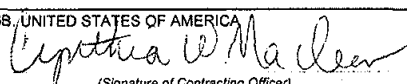
Modification 101

Contract Value Recapitulation

Category	Value Prior to Modification	Value of Modification	New Contract Value
Cost	\$94,214,030	\$52,041,863	\$146,255,893
Fee	\$8,707,156	\$4,943,977	\$13,651,133
Issued IDIQ (fixed fee)	\$8,588,526	0	\$8,588,526
Total	\$111,509,712	\$56,985,840	\$168,495,552

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE		PAGE OF PAGES 1 1	
2. AMENDMENT/MODIFICATION NO. 102		3. EFFECTIVE DATE See Block 16C		4. REQUISITION/PURCHASE REQ. NO.	
5. PROJECT NO. (If applicable)		6. ISSUED BY NASA/Johnson Space Center Attn: Patti Avery-Bangert/BH3 2101 NASA Parkway Houston TX 77058-3696		7. ADMINISTERED BY (If other than Item 6) NASA/Johnson Space Center Attn: Patti Avery-Bangert/BH3 2101 NASA Parkway Houston TX 77058-3696	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) RAYTHEON TECHNICAL SERVICES COMPANY Attn: Lee Anne Ward Bay Terrace II 555 Forge River Rd, Suite 120 HOUSTON TX 77598-4357		(x)		9A. AMENDMENT OF SOLICITATION NO.	
CODE		FACILITY CODE		9B. DATED (SEE ITEM 11)	
				10A. MODIFICATION OF CONTRACT/ORDER NO. NAS9-02102	
				10B. DATED (SEE ITEM 11) 02/03/2003	
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS					
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended. <input type="checkbox"/> is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.					
12. ACCOUNTING AND APPROPRIATION DATA (If required) Net Decrease: -\$88,500.00					
13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.					
CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.				
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).				
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:				
X	D. OTHER (Specify type of modification and authority) FAR 52.232-22, Limitation of Funds; Clause B.4, Contract Funding				
E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not. <input type="checkbox"/> is required to sign this document and return _____ 0 _____ copies to the issuing office.					
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) See page 2.					

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Cynthia Maclean	
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA  (Signature of Contracting Officer)	16C. DATE SIGNED 2/22/08

The purpose of this modification is to modify Clause B.4, CONTRACT FUNDING and decrease contract funding by \$88,500.00, from \$112,921,186.00 to \$112,832,686.00. The replacement pages are attached. Changes have been bolded and bar marked.

Funding Recapitulation

	Thru Mod 100	Current Deobligation Mod 102	TOTAL
Cost	\$104,375,468.27	-\$81,566.82	\$104,293,901.45
Fee	\$8,545,717.73	-\$6,933.18	\$8,538,784.55
Total	\$112,921,186.00	-\$88,500.00	\$112,832,686.00

B.4 CONTRACT FUNDING. (NFS 1852.232-81)(JUNE 1990)

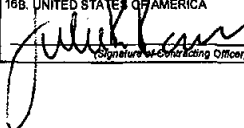
(a.) For purposes of payment of cost, exclusive of fee, in accordance with the Limitation of Funds clause, the total amount allotted by the Government to this contract is **\$104,293,901.45**. This allotment is for [Insert applicable item number(s), task(s), or work description] and covers the following estimated period of performance: March 31, 2008.

(b.) An additional amount of **\$8,538,784.55** is obligated under this contract for payment of fee.

(End of Clause)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE		PAGE OF PAGES 1 3	
2. AMENDMENT/MODIFICATION NO. 103		3. EFFECTIVE DATE See Block 16C		4. REQUISITION/PURCHASE REQ. NO. 4200240822	
6. ISSUED BY NASA/Johnson Space Center Attn: Patti Avery-Bangert/BH3 2101 NASA Parkway Houston TX 77058-3696		CODE JSC		5. PROJECT NO. (If applicable) 7. ADMINISTERED BY (If other than Item 6) NASA/Johnson Space Center Attn: Patti Avery-Bangert/BH3 2101 NASA Parkway Houston TX 77058-3696	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) RAYTHEON TECHNICAL SERVICES COMPANY Attn: Lee Anne Ward Bay Terrace II 555 Forge River Rd, Suite 120 HOUSTON TX 77598-4357		(x)		9A. AMENDMENT OF SOLICITATION NO. 9B. DATED (SEE ITEM 11) 10A. MODIFICATION OF CONTRACT/ORDER NO. NAS9-02102 10B. DATED (SEE ITEM 11) 02/03/2003	
CODE		FACILITY CODE			
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS					
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended. <input type="checkbox"/> is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.					
12. ACCOUNTING AND APPROPRIATION DATA (If required)					
Net Decrease: -\$30,000.00					
13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.					
CHECK ONE					
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.					
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(c).					
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:					
D. OTHER (Specify type of modification and authority) X FAR 52.232-22, Limitation of Funds; Clause B.4, Contract Funding					
E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not. <input type="checkbox"/> is required to sign this document and return _____ 0 _____ copies to the issuing office.					
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) See page 2.					

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Julie K. Karr	
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED	15B. UNITED STATES OF AMERICA  (Signature of Contracting Officer)	15C. DATE SIGNED 3/17/08

NSN 7540-01-152-8070
Previous edition unusable

STANDARD FORM 30 (REV. 10-83)
Prescribed by GSA
FAR (48 CFR) 53.243

The purpose of this modification is to modify Clause B.4, CONTRACT FUNDING and change contract funding by decreasing funding by \$30,000.00 from \$112,832,686.00 to \$112,802,686.00. The replacement pages are attached. Changes have been bolded and bar marked.

Funding Recapitulation

	Prior Obligation	Current De- Obligation Mod 103	TOTAL
Cost	\$104,293,901.45	-\$27,649.77	\$104,266,251.68
Fee	\$8,538,784.55	-\$2,350.23	\$8,536,434.32
Total	\$112,832,686.00	-\$30,000.00	\$112,802,686.00

B.4 CONTRACT FUNDING. (NFS 1852.232-81)(JUNE 1990)

(a.) For purposes of payment of cost, exclusive of fee, in accordance with the Limitation of Funds clause, the total amount allotted by the Government to this contract is **\$104,266,251.68**. This allotment is for [Insert applicable item number(s), task(s), or work description] and covers the following estimated period of performance: March 31, 2008.

(b.) An additional amount of **\$8,536,434.32** is obligated under this contract for payment of fee.

(End of Clause)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE		PAGE OF PAGES	
				1 3	
2. AMENDMENT/MODIFICATION NO.		3. EFFECTIVE DATE		4. REQUISITION/PURCHASE REQ. NO.	
104		See Block 16C		4200240822	
6. ISSUED BY		CODE		5. PROJECT NO. (If applicable)	
JSC		JSC			
NASA/Johnson Space Center Attn: Patti Avery-Bangert/BH3 2101 NASA Parkway Houston TX 77058-3696			NASA/Johnson Space Center Attn: Patti Avery-Bangert/BH3 2101 NASA Parkway Houston TX 77058-3696		
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)			9A. AMENDMENT OF SOLICITATION NO.		
RAYTHEON TECHNICAL SERVICES COMPANY Attn: Lee Anne Ward Bay Terrace II 555 Forge River Rd, Suite 120 HOUSTON TX 77598-4357			(x)		
			9B. DATED (SEE ITEM 11)		
			X 10A. MODIFICATION OF CONTRACT/ORDER NO. NAS9-02102		
			10B. DATED (SEE ITEM 11)		
CODE			FACILITY CODE		
			02/03/2003		

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended. ☐ is not extended.
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required) Net Increase: \$5,817,297.22

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) FAR 52.232-22, Limitation of Funds; Clause B.4, Contract Funding

E. IMPORTANT: Contractor ☒ is not. ☐ is required to sign this document and return _____ 0 _____ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

See page 2.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
		Ronald Johnson	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
(Signature of person authorized to sign)		Ronald Johnson (Signature of Contracting Officer)	3/20/08

NSN 7540-01-152-8070
Previous edition unusable

STANDARD FORM 30 (REV. 10-83)
Prescribed by GSA
FAR (48 CFR) 53.243

The purpose of this modification is to modify Clause B.4, CONTRACT FUNDING and change contract funding by increasing funding by \$5,817,297.22 from \$112,802,686.00 to \$118,619,983.22. The replacement pages are attached. Changes have been bolded and bar marked.

Funding Recapitulation

	Prior Obligation	Current Obligation Mod 104	TOTAL
Cost	\$104,266,251.68	\$5,361,564.26	\$109,627,815.94
Fee	\$8,536,434.32	\$455,732.96	\$8,992,167.28
Total	\$112,802,686.00	\$5,817,297.22	\$118,619,983.22

B.4 CONTRACT FUNDING. (NFS 1852.232-81)(JUNE 1990)

(a.) For purposes of payment of cost, exclusive of fee, in accordance with the Limitation of Funds clause, the total amount allotted by the Government to this contract is \$109,627,815.94. This allotment is for [Insert applicable item number(s), task(s), or work description] and covers the following estimated period of performance: **June 30, 2008.**

(b.) An additional amount of \$8,992,167.28 is obligated under this contract for payment of fee.

(End of Clause)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE

PAGE OF PAGES

1 3

2. AMENDMENT/MODIFICATION NO.

105

3. EFFECTIVE DATE

See Block 16C

4. REQUISITION/PURCHASE REQ. NO.

4200211379

5. PROJECT NO. (If applicable)

6. ISSUED BY

CODE

JSC

7. ADMINISTERED BY (If other than Item 6)

CODE

JSC

NASA/Johnson Space Center
Attn: Tuyen Nguyen/BH3
2101 NASA Parkway
Tuyen.t.nguyen@nasa.gov
Houston TX 77058-3696

NASA/Johnson Space Center
Attn: Tuyen Nguyen/ BH3
2101 NASA Parkway
Tuyen.t.nguyen@nasa.gov
Houston TX 77058-3696

8. NAME AND ADDRESS OF CONTRACTOR (No. street, county, State and ZIP Code)

RAYTHEON TECHNICAL SERVICES COMPANY
Attn: Lee Anne Ward
Bay Terrace II
555 Forge River Rd, Suite 120
HOUSTON TX 77598-4357

9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

10A. MODIFICATION OF CONTRACT/ORDER NO.
NAS9-02102

10B. DATED (SEE ITEM 11)

02/03/2003

CODE

FACILITY CODE

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers is extended. is not extended.
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing items 8 and 15; and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

Net Decrease:

-\$134,630.00

See Schedule

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

CHECK ONE

A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.

B. THE ABOVE-NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as change in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).

C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:

D. OTHER (Specify type of modification and authority)

X FAR 52.232-22, Limitation of Funds; Clause B.4, Contract Funding

E. IMPORTANT:

Contractor

X is not

is required to sign this document and return _____ 0 _____ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

See page 2.

Delivery Location Code: JSC

NASA/Johnson Space Center

2101 NASA Parkway

Houston TX 77058-3696 USA

Except as provided herein, all terms and conditions of the document referenced in item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)

16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)

Julie K. Karr

15B. CONTRACTOR/OFFEROR

15C. DATE SIGNED

16B. UNITED STATES OF AMERICA

16C. DATE SIGNED

(Signature of person authorized to sign)

(Signature of Contracting Officer)

NSN 7540-01-152-8070

Previous edition unusable

STANDARD FORM 30 (REV. 10-83)

Prescribed by GSA

FAR (48 CFR) 53.243

Funding Recapitulation

The purpose of this modification is to modify Clause B.4, CONTRACT FUNDING and change contract funding by decreasing funding by \$134,630.00 from \$118,619,983.22 to \$118,485,353.22. The replacement pages are attached.

	Prior Obligation	Current De- Obligation Mod 105	Total
Cost	\$109,627,815.94	-\$124,082.95	\$109,503,732.99
Fee	\$8,992,167.28	-\$10,547.05	\$8,981,620.23
Total	\$118,619,983.22	-\$134,630.00	\$118,485,353.22

B.4 CONTRACT FUNDING (NFS 1852.232-81)(JUNE 1990)

(a.) For purposes of payment of cost, exclusive of fee, in accordance with the Limitation of Funds clause, the total amount allotted by the Government to this contract is **\$109,503,732.99**. This allotment is for [Insert applicable item number(s), task(s), or work description] and covers the following estimated period of performance: June 30, 2008.

(b.) An additional amount of **\$8,981,620.23** is obligated under this contract for payment of fee.

(End of Clause)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE		PAGE OF PAGES	
2. AMENDMENT/MODIFICATION NO.		3. EFFECTIVE DATE		4. REQUISITION/PURCHASE REQ. NO.	
106		See Block 16C		4200247383	
5. PROJECT NO. (If applicable)		6. ISSUED BY		7. ADMINISTERED BY (If other than Item 6)	
		CODE JSC		CODE JSC	
NASA/Johnson Space Center Attn: Michael Duckworth/ BH3 2101 NASA Parkway Houston TX 77058-3696		NASA/Johnson Space Center Attn: Michael Duckworth/ BH3 2101 NASA Parkway Houston TX 77058-3696			
8. NAME AND ADDRESS OF CONTRACTOR (No. street, county, State and ZIP Code)		9A. AMENDMENT OF SOLICITATION NO.			
RAYTHEON TECHNICAL SERVICES COMPANY Attn: Lee Anne Ward Bay Terrace II 555 Forge River Rd, Suite 120 HOUSTON TX 77598-4357		(x)			
		9B. DATED (SEE ITEM 11)			
		x 10A. MODIFICATION OF CONTRACT/ORDER NO. NAS9-02102			
		10B. DATED (SEE ITEM 11) 02/03/2003			
CODE		FACILITY CODE			
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS					
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended. <input type="checkbox"/> is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.					
12. ACCOUNTING AND APPROPRIATION DATA (If required)					
Net Increase: \$120,000.00					
13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.					
CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.				
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).				
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:				
X	D. OTHER (Specify type of modification and authority) FAR 52.232-22, Limitation of Funds; Clause B.4, Contract Funding				
E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not. <input type="checkbox"/> is required to sign this document and return _____ 0 copies to the issuing office.					
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)					

See Page 2

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
		Julie K. Karr	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
(Signature of person authorized to sign)		(Signature of Contracting Officer)	4/28/08

NSN 7540-01-152-8070
Previous edition unusable

STANDARD FORM 30 (REV. 10-83)
Prescribed by GSA
FAR (48 CFR) 53.243

The purpose of this modification is to modify Clause B.4, CONTRACT FUNDING and change contract funding by increasing funding by \$120,000.00 from \$118,485,353.22 to \$118,605,353.22. The replacement pages are attached. Changes have been bolded and bar marked.

Funding Recapitulation

	Prior Obligation	Current Obligation Mod 106	TOTAL
Cost	\$109,503,732.99	\$110,599.08	\$109,614,332.07
Fee	\$8,981,620.23	\$9,400.92	\$8,991,021.15
Total	\$118,485,353.22	\$120,000.00	\$118,605,353.22

B.4 CONTRACT FUNDING. (NFS 1852.232-81)(JUNE 1990)

(a.) For purposes of payment of cost, exclusive of fee, in accordance with the Limitation of Funds clause, the total amount allotted by the Government to this contract is **\$109,614,332.07**. This allotment covers the following estimated period of performance: **June 30, 2008**.

(b.) An additional amount of **\$8,991,021.15** is obligated under this contract for payment of fee.

(End of Clause)

AMENDMENT OF SOLICITATION/ MODIFICATION OF CONTRACT		1. CONTRACT ID CODE NAS 9-02102		PAGE OF PAGES 1 3	
2. AMENDMENT/MODIFICATION NO. Modification 107		3. EFFECTIVE DATE See Block 16C		4. REQUISITION/PURCHASE REQ. NO. N/A	
5. PROJECT NO. (If applicable)					
6. ISSUED BY NASA Lyndon B. Johnson Space Center Attn: Michael Duckworth/ BH3 2101 NASA Parkway Houston, Texas 77058		7. ADMINISTERED BY (If other than Item 6) BH3/JPH			
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and ZIP Code) Raytheon Technical Services Company Bay Terrace II 555 Forge River Road, Suite 120 Attn: Lee Anne Ward Webster, TX 77598-4357					
CODE (X)		FACILITY CODE			
9A. AMENDMENT OF SOLICITATION NO.		9B. DATED (SEE ITEM 11)			
10A. MODIFICATION OF CONTRACT/ORDER NO. NAS 9-02102		10B. DATED (SEE ITEM 13) 2/3/03			
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS					
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is <input type="checkbox"/> is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:					
(a) By completing Items 8 and 15, and <input type="checkbox"/> copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.					
12. ACCOUNTING AND APPROPRIATION DATA (If required)					
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.(x)					
(x) A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.					
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).					
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:					
d. OTHER (Specify type of modification and authority) X Terms and Conditions of Attachment J-3 Award Fee Plan					
E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.					
14. description of amendment/modification (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)					

AWARD FEE PAYMENT

(See pages 2-3)

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Julie K. Karr, Contracting Officer	
15B. CONTRACTOR/OFFEROR <div style="border-top: 1px solid black; width: 100%; text-align: center;">(Signature of person authorized to sign)</div>	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY <div style="border-top: 1px solid black; width: 100%; text-align: center;">(Signature of Contracting Officer)</div>	16C. DATE SIGNED

- I. The purpose of Modification 107 is to recognize the Award Fee earned for NSOC Performance during the period of October 1, 2007 through March 31, 2008. Of the available Award Fee pool of \$1,008,784.00, the contractor is hereby entitled to \$907,906.00. The contractor has provisionally invoiced the Government for \$605,274.00 during the Award Fee period.

Therefore, the amount due and payable to the contractor for Award Fee earned is \$302,632.00.

	Award Fee Available	Award Fee Unearned	Award Fee Earned	Less Provisional Invoiced Amount	Award Fee Due & Payable
Award Fee Period 10	\$1,008,784.00	\$100,878.00	\$907,906.00	\$605,274.00	\$302,632.00

- II. In order to reflect the earned award fee, Appendix 3, Award Fee Distribution, of Attachment J-3, is deleted in its entirety and replaced with the following:

Attachment J-3
Performance Evaluation Plan
NAS 9-02102
AWARD FEE DISTRIBUTION

APPENDIX 3
AWARD FEE DISTRIBUTION

<u>EVALUATION PERIOD</u> <u>(BASIC)</u>	<u>AVAILABLE</u> <u>AWARD FEE</u>	<u>EARNED</u> <u>AWARD FEE</u>
04/01/03 - 09/30/03	\$ 739,343	\$635,835
10/01/03 - 03/31/04	\$ 747,445	\$672,701
04/01/04 - 09/30/04	\$ 764,949	\$688,454
10/01/04 - 03/31/05	\$ 804,949	\$708,355.12
04/01/05 - 09/30/05	\$814,742	\$774,004.90
10/01/05 - 03/31/06	\$913,121	\$858,333.74
04/01/06 - 09/30/06	\$ 935,281	\$860,458.52
10/01/06 - 03/31/07	\$ 961,982	\$875,403.62
04/01/07 - 09/30/07	\$1,016,183	\$934,888.36
10/01/07 - 03/31/08	\$1,008,784	\$907,906.00
04/01/08 – 09/30/08	\$984,658	
10/01/08 - 03/31/09	\$999,236	
04/01/09 - 09/30/09	\$999,235	
10/01/09 - 03/31/10	\$980,424	
04/01/10 – 09/30/10	\$980,424	

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE		PAGE OF PAGES 1 1	
2. AMENDMENT/MODIFICATION NO. 108		3. EFFECTIVE DATE See Block 16C		4. REQUISITION/PURCHASE REQ. NO. 4200251919	
5. PROJECT NO. (If applicable)		6. ISSUED BY NASA/Johnson Space Center Attn: Michael Duckworth/ BH3 2101 NASA Parkway Houston TX 77058-3696		7. ADMINISTERED BY (If other than Item 6) NASA/Johnson Space Center Attn: Michael Duckworth/ BH3 2101 NASA Parkway Houston TX 77058-3696	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) RAYTHEON TECHNICAL SERVICES COMPANY Attn: Lee Anne Ward Bay Terrace II 555 Forge River Rd, Suite 120 HOUSTON TX 77598-4357		9A. AMENDMENT OF SOLICITATION NO. (x)		9B. DATED (SEE ITEM 11)	
CODE		FACILITY CODE		10A. MODIFICATION OF CONTRACT/ORDER NO. NAS9-02102	
				10B. DATED (SEE ITEM 13) 02/03/2003	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

- ☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended. ☐ is not extended.
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required) Net Increase: \$450,000.00

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) FAR 52.232-22, Limitation of Funds; Clause B.4, Contract Funding

E. IMPORTANT: Contractor ☒ is not. ☐ is required to sign this document and return 0 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

See Page 2

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Julie K. Karr	
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA (Signature of Contracting Officer)	16C. DATE SIGNED 5/22/08

The purpose of this modification is to modify Clause B.4, CONTRACT FUNDING and change contract funding by increasing funding by \$450,000.00 from \$118,605,353.22 to \$119,055,353.22. The replacement pages are attached. Changes have been bolded and bar marked.

Funding Recapitulation

	Prior Obligation	Current Obligation Mod 108	TOTAL
Cost	\$109,614,332.07	\$414,746.54	\$110,029,078.61
Fee	\$8,991,021.15	\$35,253.46	\$9,026,274.61
Total	\$118,605,353.22	\$450,000	\$119,055,353.22

B.4 CONTRACT FUNDING. (NFS 1852.232-81)(JUNE 1990)

(a.) For purposes of payment of cost, exclusive of fee, in accordance with the Limitation of Funds clause, the total amount allotted by the Government to this contract is **\$110,029,078.61**. This allotment covers the following estimated period of performance: **July 11, 2008**.

(b.) An additional amount of **\$9,026,274.61** is obligated under this contract for payment of fee.

(End of Clause)

AMENDMENT OF SOLICITATION/ MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 3
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2. AMENDMENT/MODIFICATION NO. 109	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. 4200256560	5. PROJECT NO. (If applicable)
6. ISSUED BY NASA/Johnson Space Center Attn: BH3/Michael Duckworth 2101 NASA Parkway Houston, TX 77058-3696	CODE BH3	7. ADMINISTERED BY (If other than Item 6)	CODE See Block 6

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and ZIP Code)

Raytheon Technical Services Company
Attn: Lee Anne Ward, Sr. Contracts Negotiator
Bay Terrace II
555 Forge River Road, Suite 120
Webster, TX 77598-4357

CODE (X)	9A. AMENDMENT OF SOLICITATION NO.	FACILITY CODE 9B. DATED (SEE ITEM 11)
X	10A. MODIFICATION OF CONTRACT/ORDER NO. NAS 9-02102	10B. DATED (SEE ITEM 13) 2/3/03

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended, ☐ is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and returning ☐ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer Submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required) 4200256560 NET INCREASE: \$5,898,000.00

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS.
IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.(x)

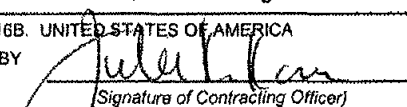
(x)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
X	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b). FAR 52.232-22, Limitation of Funds & Clause B.4. CONTRACT FUNDING
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	d. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor ☒ is not, ☐ is required to sign this document and return _____ copies to the Issuing office.

14. description of amendment/modification (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

See Page 2.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Julie K. Karr, Contracting Officer	
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY  (Signature of Contracting Officer)	16C. DATE SIGNED 6/18/03

The purpose of this modification is to modify Clause B.4, CONTRACT FUNDING and change contract funding by increasing funding by \$5,898,000.00 from \$119,055,353.22 to \$124,953,353.22. The replacement pages are attached. Changes have been bolded and bar marked.

Funding Recapitulation

	Prior Obligation	Current Obligation Mod 109	TOTAL
Cost	\$110,029,078.61	\$5,435,944.70	\$115,465,023.31
Fee	\$9,026,274.61	\$462,055.30	\$9,488,329.91
Total	\$119,055,353.22	\$5,898,000.00	\$124,953,353.22

B.4 CONTRACT FUNDING. (NFS 1852.232-81)(JUNE 1990)

(a.) For purposes of payment of cost, exclusive of fee, in accordance with the Limitation of Funds clause, the total amount allotted by the Government to this contract is **\$115,465,023.31**. This allotment covers the following estimated period of performance: **September 26, 2008**.

(b.) An additional amount of **\$9,488,329.91** is obligated under this contract for payment of fee.

(End of Clause)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE		PAGE OF PAGES 1 1	
2. AMENDMENT/MODIFICATION NO. 110		3. EFFECTIVE DATE See Block 16C		4. REQUISITION/PURCHASE REQ. NO. 4200261631	
5. PROJECT NO. (If applicable)		6. ISSUED BY NASA/Johnson Space Center Attn: Michael Duckworth/ BH3 2101 NASA Parkway Houston TX 77058-3696		7. ADMINISTERED BY (If other than Item 6) NASA/Johnson Space Center Attn: Michael Duckworth/ BH3 2101 NASA Parkway Houston TX 77058-3696	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) RAYTHEON TECHNICAL SERVICES COMPANY Attn: Lee Anne Ward Bay Terrace II 555 Forge River Rd, Suite 120 HOUSTON TX 77598-4357		9A. AMENDMENT OF SOLICITATION NO. (x)		9B. DATED (SEE ITEM 11)	
CODE		FACILITY CODE		10A. MODIFICATION OF CONTRACT/ORDER NO. NAS9-02102	
				10B. DATED (SEE ITEM 13) 02/03/2003	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended. ☐ is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required) Net Increase: \$247,877.00

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) FAR 52.232-22, Limitation of Funds; Clause B.4, Contract Funding

E. IMPORTANT: Contractor ☒ is not. ☐ is required to sign this document and return _____ 0 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

See Page 2

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Julie K. Karr	
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA (Signature of Contracting Officer)	16C. DATE SIGNED 7/21/08

NSN 7540-01-152-8070
Previous edition unusable

STANDARD FORM 30 (REV. 10-83)
Prescribed by GSA
FAR (48 CFR) 53.243

The purpose of this modification is to modify Clause B.4, CONTRACT FUNDING and change contract funding by increasing funding by \$247,877.00 from \$124,953,353.22 to \$125,201,230.22. The replacement pages are attached. Changes have been bolded and bar marked.

Funding Recapitulation

	Prior Obligation	Current Obligation Mod 109	TOTAL
Cost	\$115,465,023.31	\$ 228,458.06	\$115,693,481.37
Fee	\$9,488,329.91	\$ 19,418.94	\$9,507,748.85
Total	\$124,953,353.22	\$ 247,877.00	\$125,201,230.22

B.4 CONTRACT FUNDING. (NFS 1852.232-81)(JUNE 1990)

(a.) For purposes of payment of cost, exclusive of fee, in accordance with the Limitation of Funds clause, the total amount allotted by the Government to this contract is **\$115,693,481.37**. This allotment covers the following estimated period of performance: **October 1, 2008**.

(b.) An additional amount of **\$9,507,748.85** is obligated under this contract for payment of fee.

(End of Clause)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE		PAGE OF PAGES	
				1 1	
2. AMENDMENT/MODIFICATION NO. 111		3. EFFECTIVE DATE 08/12/2008		4. REQUISITION/PURCHASE REQ. NO. 4200262972	
5. PROJECT NO. (If applicable)					
6. ISSUED BY NASA/Johnson Space Center Attn: Michael Duckworth/ BH3 2101 NASA Parkway Houston TX 77058-3696		CODE JSC		7. ADMINISTERED BY (If other than Item 6) NASA/Johnson Space Center Attn: Michael Duckworth/ BH3 2101 NASA Parkway Houston TX 77058-3696	
		CODE JSC			
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) RAYTHEON TECHNICAL SERVICES COMPANY Attn: Lee Anne Ward Bay Terrace II 555 Forge River Rd, Suite 120 HOUSTON TX 77598-4357		(x)		9A. AMENDMENT OF SOLICITATION NO.	
				9B. DATED (SEE ITEM 11)	
		x		10A. MODIFICATION OF CONTRACT/ORDER NO. NAS9-02102	
				10B. DATED (SEE ITEM 13) 02/03/2003	
CODE		FACILITY CODE			
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS					
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended. <input type="checkbox"/> is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.					
12. ACCOUNTING AND APPROPRIATION DATA (If required)					
				Net Increase: \$1,958,071.00	
13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.					
CHECK ONE					
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.					
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).					
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:					
D. OTHER (Specify type of modification and authority)					
X FAR 52.232-22, Limitation of Funds; Clause B.4, Contract Funding					
E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not. <input type="checkbox"/> is required to sign this document and return _____ 0 copies to the issuing office.					
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) See Page 2					

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Julie K. Karr	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
(Signature of person authorized to sign)		(Signature of Contracting Officer)	8/10/08

The purpose of this modification is to modify Clause B.4, CONTRACT FUNDING and change contract funding by increasing funding by \$1,958,071.00 from \$125,201,230.22 to \$127,159,301.22. The replacement pages are attached. Changes have been bolded and bar marked.

Funding Recapitulation

	Prior Obligation	Current Obligation Mod 109	TOTAL
Cost	\$115,693,481.37	\$1,804,673.74	\$117,498,155.11
Fee	\$9,507,748.85	\$153,397.26	\$9,661,146.11
Total	\$125,201,230.22	\$1,958,071.00	\$127,159,301.22

B.4 CONTRACT FUNDING. (NFS 1852.232-81)(JUNE 1990)

(a.) For purposes of payment of cost, exclusive of fee, in accordance with the Limitation of Funds clause, the total amount allotted by the Government to this contract is **\$117,498,155.11**. This allotment covers the following estimated period of performance through: **October 27, 2008**.

(b.) An additional amount of **\$9,661,146.11** is obligated under this contract for payment of fee.

(End of Clause)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE		PAGE OF PAGES 1 1	
2. AMENDMENT/MODIFICATION NO. 112		3. EFFECTIVE DATE See Block 16C		4. REQUISITION/PURCHASE REQ. NO. 4200240822, 4200256560	
5. PROJECT NO. (If applicable)		6. ISSUED BY CODE JSC		7. ADMINISTERED BY (If other than Item 6) CODE JSC	
NASA/Johnson Space Center Attn: Michael Duckworth/ BH3 2101 NASA Parkway Houston TX 77058-3696		NASA/Johnson Space Center Attn: Michael Duckworth/ BH3 2101 NASA Parkway Houston TX 77058-3696			
8. NAME AND ADDRESS OF CONTRACTOR (No. street, county, State and ZIP Code) RAYTHEON TECHNICAL SERVICES COMPANY Attn: Lee Anne Ward Bay Terrace II 555 Forge River Rd, Suite 120 HOUSTON TX 77598-4357		(x)		9A. AMENDMENT OF SOLICITATION NO.	
				9B. DATED (SEE ITEM 11)	
		x		10A. MODIFICATION OF CONTRACT/ORDER NO. NAS9-02102	
				10B. DATED (SEE ITEM 13) 02/03/2003	
CODE		FACILITY CODE			
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS					
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended. <input type="checkbox"/> is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.					
12. ACCOUNTING AND APPROPRIATION DATA (If required)		Net Decrease:		-\$14,800.00	
13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.					
CHECK ONE					
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.					
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).					
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:					
D. OTHER (Specify type of modification and authority)					
X FAR 52.232-22, Limitation of Funds; Clause B.4, Contract Funding					
E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not. <input type="checkbox"/> is required to sign this document and return _____ 0 copies to the issuing office.					
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) See Page 2					

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
		Julie K. Karr	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
(Signature of person authorized to sign)		Julie K. Karr (Signature of Contracting Officer)	8/19/08

The purpose of this modification is to modify Clause B.4, CONTRACT FUNDING and change contract funding by decreasing funding by \$14,800.00 from \$127,159,301.22 to \$127,144,501.22. The replacement pages are attached. Changes have been bolded and bar marked.

Funding Recapitulation

	Prior Obligation	Current Obligation Mod 109	TOTAL
Cost	\$117,498,155.11	(\$13,640.55)	117,484,514.56
Fee	\$9,661,146.11	(\$1,159.45)	9,659,986.66
Total	\$127,159,301.22	(\$14,800.00)	127,144,501.22

B.4 CONTRACT FUNDING. (NFS 1852.232-81)(JUNE 1990)

(a.) For purposes of payment of cost, exclusive of fee, in accordance with the Limitation of Funds clause, the total amount allotted by the Government to this contract is **\$117,484,514.56**. This allotment covers the following estimated period of performance through: **October 27, 2008**.

(b.) An additional amount of **\$9,659,986.66** is obligated under this contract for payment of fee.

(End of Clause)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE		PAGE OF PAGES 1 3	
2. AMENDMENT/MODIFICATION NO. 113A		3. EFFECTIVE DATE See Block 16C		4. REQUISITION/PURCHASE REQ. NO.	
6. ISSUED BY NASA/Johnson Space Center Attn: Michael Duckworth/ BH3 2101 NASA Parkway Houston TX 77058-3696		CODE JSC		5. PROJECT NO. (If applicable)	
		7. ADMINISTERED BY (If other than Item 6) NASA/Johnson Space Center Attn: Michael Duckworth/ BH3 2101 NASA Parkway Houston TX 77058-3696		CODE JSC	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) RAYTHEON TECHNICAL SERVICES COMPANY Attn: Lee Anne Ward Bay Terrace II 555 Forge River Rd, Suite 120 HOUSTON TX 77598-4357		(x)		9A. AMENDMENT OF SOLICITATION NO.	
				9B. DATED (SEE ITEM 11)	
		X		10A. MODIFICATION OF CONTRACT/ORDER NO. NAS9-02102	
				10B. DATED (SEE ITEM 13) 02/03/2003	
CODE		FACILITY CODE			

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended. ☐ is not extended.
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

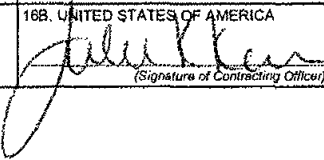
CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) FAR 52.232-22, Limitation of Funds; Clause B.4, Contract Funding

E. IMPORTANT: Contractor ☒ is not. ☐ is required to sign this document and return _____ 0 _____ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

The purpose of this adjustment to Mod 113 is to revise and correct the funding as reflected in section B.4 of the contract attached herein.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Julie K. Karr	
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA  (Signature of Contracting Officer)	16C. DATE SIGNED 10/6/08

The purpose of this modification is to modify Clause B.4, CONTRACT FUNDING and change contract funding by increasing funding by \$50,000.00 from \$127,144,501.22 to \$127,194,501.22. The replacement pages are attached. Changes have been bolded and bar marked.

Funding Recapitulation

	Prior Obligation	Current Obligation Mod 113	TOTAL
Cost	117,484,514.56	\$46,082.95	\$117,530,597.51
Fee	9,659,986.66	\$3,917.05	\$9,663,903.71
Total	127,144,501.22	\$50,000.00	\$127,194,501.22

B.4 CONTRACT FUNDING. (NFS 1852.232-81)(JUNE 1990)


(a.) For purposes of payment of cost, exclusive of fee, in accordance with the Limitation of Funds clause, the total amount allotted by the Government to this contract is **\$117,530,597.51**. This allotment covers the following estimated period of performance through: **October 28, 2008**.

(b.) An additional amount of **\$9,663,903.71** is obligated under this contract for payment of fee.

(End of Clause)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE		PAGE OF PAGES 1 3	
2. AMENDMENT/MODIFICATION NO. 113		3. EFFECTIVE DATE See Block 16C		4. REQUISITION/PURCHASE REQ. NO. 4200267105	
5. PROJECT NO. (If applicable)		6. ISSUED BY CODE JSC		7. ADMINISTERED BY (If other than Item 6) CODE JSC	
NASA/Johnson Space Center Attn: Michael Duckworth/ BH3 2101 NASA Parkway Houston TX 77058-3696		NASA/Johnson Space Center Attn: Michael Duckworth/ BH3 2101 NASA Parkway Houston TX 77058-3696			
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) RAYTHEON TECHNICAL SERVICES COMPANY Attn: Lee Anne Ward Bay Terrace II 555 Forge River Rd, Suite 120 HOUSTON TX 77598-4357		9A. AMENDMENT OF SOLICITATION NO. 9B. DATED (SEE ITEM 11) 10A. MODIFICATION OF CONTRACT/ORDER NO. NAS9-02102 10B. DATED (SEE ITEM 13) 02/03/2003			
CODE		FACILITY CODE			
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS					
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.					
12. ACCOUNTING AND APPROPRIATION DATA (If required)		Net Increase: \$50,000.00			
13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.					
CHECK ONE					
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.					
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).					
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:					
D. OTHER (Specify type of modification and authority)					
X FAR 52.232-22, Limitation of Funds; Clause B.4, Contract Funding					
E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not. <input type="checkbox"/> is required to sign this document and return 0 copies to the issuing office.					
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) See Page 2					

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Julie K. Karr	
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA  (Signature of Contracting Officer)	16C. DATE SIGNED 8/27/08

The purpose of this modification is to modify Clause B.4, CONTRACT FUNDING and change contract funding by increasing funding by \$50,000.00 from \$127,159,301.22 to \$127,209,301.22. The replacement pages are attached. Changes have been bolded and bar marked.

Funding Recapitulation

	Prior Obligation	Current Obligation Mod 112	TOTAL
Cost	\$117,498,155.11	\$46,082.95	\$117,544,238.06
Fee	\$9,661,146.11	\$3,917.05	\$9,665,063.16
Total	\$127,159,301.22	\$50,000.00	\$127,209,301.22

B.4 CONTRACT FUNDING. (NFS 1852.232-81)(JUNE 1990)

(a.) For purposes of payment of cost, exclusive of fee, in accordance with the Limitation of Funds clause, the total amount allotted by the Government to this contract is **\$117,544,238.06**. This allotment covers the following estimated period of performance through: **October 28, 2008**.

(b.) An additional amount of **\$9,665,063.16** is obligated under this contract for payment of fee.

(End of Clause)

AMENDMENT OF SOLICITATION/ MODIFICATION OF CONTRACT AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 4
2. AMENDMENT/MODIFICATION NO. 114	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. N/A	5. PROJECT NO. (If applicable)
6. ISSUED BY CODE	BH3/JPH	7. ADMINISTERED BY (If other than Item 6)	CODE

NASA/Johnson Space Center
Attn: BH/Michael Duckworth
2101 NASA Parkway
Houston, TX. 77058-3696

See Block 6

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code)

Raytheon Technical Services Company
Attn: Lee Anne Ward, Sr. Contracts Negotiator
Bay Terrace II
555 Forge River Road Suite 120
Webster, TX 77598-4357

CODE	FACILITY CODE
(x) 9A. AMENDMENT OF SOLICITATION NO.	9B. DATED (SEE ITEM 11)
X 10A. MODIFICATION OF CONTRACT/ORDER NO. NAS 9-02102	10B. DATED (SEE ITEM 13) 2/2/03

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended, ☐ is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and ☐ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO

BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF

YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram

or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

N/A

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS,
IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.(x) (x)

(x)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
X	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: 52.243-2 Changes – Cost Reimbursement
	d. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor ☐ is not, ☒ is required to sign this document and 3 copies to the issuing office

14. Description of amendment/modification (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

See Page 2.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Julie K. Karr	
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY (Signature of Contracting Officer)	16C. DATE SIGNED

The purpose of this Modification is to reflect the negotiation of proposal for equitable adjustment proposal for costs incurred from April 1, 2003 thru January 19, 2007 for NBL project scope of work increases. The project scope of work increases include NBL Mockup and NBL Facility Project Change Requests (CRs), as well as an additional requirement to support NBL Advanced Program Projects. This modification is agreed to be a complete and equitable adjustment for the contractor's proposal dated March 9, 2007; through final updated proposal changes, last submitted August 21, 2008. Pursuant to the terms of this contract and in consideration of the changes specified above, the United States Government, its officers, agents, and employees are hereby fully and finally released and discharged from all liabilities, demands, obligations, requests for equitable adjustment, and claims, whether legal, equitable, contractual, or administrative in nature, which the contractor (or any subcontractor or supplier) has or may have, now or in the future, arising under or relating to this modification of the contract or its resulting impact on any subcontract, delivery order, or tasking, including any and all impact and delay claims, claims for absorbed and extended or unabsorbed home office overhead, inefficiency, claims for general and administrative expenses, claims for any other kind of direct or indirect expense, and any amounts that may be due under the Equal Access to Justice Act.

Replacement pages are attached and are hereby incorporated into the contract. Changes are in bold.

Contract Value Recapitulation

	Prior Value	Value of Mod 114	New Contract Value
Cost	\$146,255,893.00	\$915,739.54	\$147,171,632.54
Fee	\$13,651,133.00	\$79,517.00	\$13,730,650.00
Total	\$159,907,026.00	\$995,256.54	\$160,902,282.54

Award Fee Recapitulation

Evaluation Period	Prior to Mod 114	Current Obligation Mod 114	Revised Total
Period 1	\$635,835	\$6,474	\$642,309
Period 2	\$672,701	(\$17,179)	\$655,522
Period 3	\$688,454	\$21,120	\$709,574
Period 4	\$708,355	\$11,375	\$719,730
Period 5	\$774,005	\$25,385	\$799,390
Period 6	\$858,334	(\$4,901)	\$853,433
Period 7	\$860,458	\$22,804	\$883,262
Period 8	\$875,404	\$14,439	\$889,843

B.2 ESTIMATED COST AND AWARD FEE. (1852.216-85) (SEP 1993)*

(a) The estimated cost of this contract is **\$147,171,632.54**. The maximum available award fee, excluding base fee, if any, is **\$13,730,650.00**. The base fee is \$0. Total estimated cost, base fee, and maximum award fee are **\$160,902,282.54**.

(End-of-Clause)

In order to reflect the earned award fee, Appendix 3, Award Fee Distribution, of Attachment J-3, is deleted in its entirety and replaced with the following:

Attachment J-3
Performance Evaluation Plan
NAS 9-02102
AWARD FEE DISTRIBUTION

APPENDIX 3
AWARD FEE DISTRIBUTION

<u>EVALUATION PERIOD</u>	<u>AVAILABLE AWARD FEE</u>	<u>EARNED AWARD FEE</u>
04/01/03 - 09/30/03	\$746,871	\$642,309
10/01/03 - 03/31/04	\$728,358	\$655,522
04/01/04 - 09/30/04	\$788,416	\$709,574
10/01/04 - 03/31/05	\$817,875	\$719,730
04/01/05 - 09/30/05	\$841,463	\$799,390
10/01/05 - 03/31/06	\$907,907	\$853,433
04/01/06 - 09/30/06	\$960,068	\$883,262
10/01/06 - 03/31/07	\$977,849	\$889,843
04/01/07 - 09/30/07	\$1,016,183	\$934,888.36
10/01/07 - 03/31/08	\$1,008,784	\$907,906.00
04/01/08 - 09/30/08	\$984,658	
10/01/08 - 03/31/09	\$999,236	
04/01/09 - 09/30/09	\$999,235	
10/01/09 - 03/31/10	\$980,424	
04/01/10 - 09/30/10	\$980,424	

AMENDMENT OF SOLICITATION/ MODIFICATION OF CONTRACT		1. CONTRACT ID CODE NAS 9-02102		PAGE OF PAGES 1 3	
2. AMENDMENT/MODIFICATION NO. Modification 115		3. EFFECTIVE DATE See Block 16C		4. REQUISITION/PURCHASE REQ. NO. N/A	
5. PROJECT NO. (If applicable)		6. ISSUED BY NASA Lyndon B. Johnson Space Center Attn: Michael Duckworth/ BH3 2101 NASA Parkway Houston, Texas 77058		7. ADMINISTERED BY (If other than Item 6) BH3/JPH	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and ZIP Code) Raytheon Technical Services Company Bay Terrace II 555 Forge River Road, Suite 120 Attn: Lee Anne Ward Webster, TX 77598-4357					
CODE (X)		FACILITY CODE			
9A. AMENDMENT OF SOLICITATION NO.		9B. DATED (SEE ITEM 11)			
X		10A. MODIFICATION OF CONTRACT/ORDER NO. NAS 9-02102			
		10B. DATED (SEE ITEM 13) 2/3/03			
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS					
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is <input type="checkbox"/> is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:					
(a) By completing Items 8 and 15, and <input type="checkbox"/> copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.					
12. ACCOUNTING AND APPROPRIATION DATA (If required)					
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.(x)					
(x)					
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.					
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).					
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:					
D. OTHER (Specify type of modification and authority)					
X Terms and Conditions of Attachment J-3 Award Fee Plan					
E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.					
14. description of amendment/modification (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)					

(See pages 2-3)

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Julie K. Karr, Contracting Officer	
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY (Signature of Contracting Officer)	16C. DATE SIGNED

- I. The purpose of Modification 115 is to recognize the Award Fee earned for NSOC Performance during the period of April 1, 2003 thru January 19, 2007 for costs related to the NBL Mockup and Facility Request for Equitable Adjustment (Modification 114). The available Award Fee pools for periods 1 thru 8 have been modified as follows:

	Award Fee Available Prior	Award Fee Available (Mod114)	Award Fee Earned Prior	Award Fee Earned (Mod 114)	Award Fee Due & Payable
Period 1	\$739,343	\$746,871	\$635,835	\$642,309	\$6,474
Period 2	\$747,445	\$728,358	\$672,701	\$655,522	(\$17,179)
Period 3	\$764,949	\$788,416	\$688,454	\$709,574	\$21,120
Period 4	\$804,949	\$817,875	\$708,355	\$719,730	\$11,375
Period 5	\$814,742	\$841,463	\$774,005	\$799,390	\$25,385
Period 6	\$913,121	\$907,907	\$858,334	\$853,433	(\$4,901)
Period 7	\$935,281	\$960,068	\$860,459	\$883,262	\$22,803
Period 8	\$961,982	\$977,849	\$875,404	\$889,843	\$14,439

- II. The contractor's previous Award Fee payments for the periods in question amount to \$6,073,546. As a result of Modification 114, the contractor is entitled to \$6,153,063 for Award Fee, and therefore the amount due and payable to the contractor for Award Fee earned is \$79,517.

- III. In order to reflect the earned award fee, Appendix 3, Award Fee Distribution, of Attachment J-3, is deleted in its entirety and replaced with the following:

Attachment J-3
Performance Evaluation Plan
NAS 9-02102
AWARD FEE DISTRIBUTION

APPENDIX 3
AWARD FEE DISTRIBUTION

<u>EVALUATION PERIOD</u>	<u>AVAILABLE AWARD FEE</u>	<u>EARNED AWARD FEE</u>
04/01/03 - 09/30/03	\$746,871	\$642,309
10/01/03 - 03/31/04	\$728,358	\$655,522
04/01/04 - 09/30/04	\$788,416	\$709,574
10/01/04 - 03/31/05	\$817,875	\$719,730
04/01/05 - 09/30/05	\$841,463	\$799,390
10/01/05 - 03/31/06	\$907,907	\$853,433
04/01/06 - 09/30/06	\$960,068	\$883,262
10/01/06 - 03/31/07	\$977,849	\$889,843
04/01/07 - 09/30/07	\$1,016,183	\$934,888.36
10/01/07 - 03/31/08	\$1,008,784	\$907,906.00
04/01/08 - 09/30/08	\$984,658	
10/01/08 - 03/31/09	\$999,236	
04/01/09 - 09/30/09	\$999,235	
10/01/09 - 03/31/10	\$980,424	
04/01/10 - 09/30/10	\$980,424	

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE		PAGE OF PAGES 1 1	
2. AMENDMENT/MODIFICATION NO. 116		3. EFFECTIVE DATE See Block 16C		4. REQUISITION/PURCHASE REQ. NO.	
6. ISSUED BY NASA/Johnson Space Center Attn: Michael Duckworth/ BH3 2101 NASA Parkway Houston TX 77058-3696		CODE JSC		5. PROJECT NO. (If applicable)	
		7. ADMINISTERED BY (If other than Item 6) NASA/Johnson Space Center Attn: Michael Duckworth/ BH3 2101 NASA Parkway Houston TX 77058-3696		CODE JSC	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) RAYTHEON TECHNICAL SERVICES COMPANY Attn: Lee Anne Ward 3ay Terrace II 355 Forge River Rd, Suite 120 HOUSTON TX 77598-4357		(x)		9A. AMENDMENT OF SOLICITATION NO.	
				9B. DATED (SEE ITEM 11)	
		x		10A. MODIFICATION OF CONTRACT/ORDER NO. NAS9-02102	
				10B. DATED (SEE ITEM 13) 02/03/2003	
CODE		FACILITY CODE			
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS					
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended. <input type="checkbox"/> is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted, or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.					
12. ACCOUNTING AND APPROPRIATION DATA (If required)					
13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.					
CHECK ONE					
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.					
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).					
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:					
D. OTHER (Specify type of modification and authority) X Mutual Agreement by Both Parties					
E. IMPORTANT: Contractor <input type="checkbox"/> is not. <input checked="" type="checkbox"/> is required to sign this document and return 1 copies to the issuing office.					
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) See Page 2					

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print) Lee Anne Ward, Cont Adm		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Julie K. Karr	
15B. CONTRACTOR/OFFEROR LA Ward (Signature of person authorized to sign)		16B. UNITED STATES OF AMERICA Julie K. Karr (Signature of Contracting Officer)	
15C. DATE SIGNED 11-4-08		16C. DATE SIGNED 11/5/08	

NSN 7540-01-152-8070
Previous edition unusable

STANDARD FORM 30 (REV. 10-83)
Prescribed by GSA
FAR (48 CFR) 53.243

The purpose of this modification is to:

1. Modify Clause H.1, Clauses Incorporated by Reference and change the NFS Clause 1852.242-72, Observance of Legal Holidays, by removing the Alt II language (Change Page attached herein).
2. Incorporate JSC Clause 52.242-94, Administrative Leave, into Section H of the Contract as part H.13 (Attached herein).

SECTION H - SPECIAL CONTRACT REQUIREMENTS

H.1 LISTING OF CLAUSES INCORPORATED BY REFERENCE

NOTICE: The following contract clauses pertinent to this section are hereby incorporated by reference:

(a.) FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

CLAUSE NUMBER	DATE	TITLE
52.223-5	APR 1998	POLLUTION PREVENTION AND RIGHT- TO- KNOW INFORMATION

(b.) NASA FAR SUPPLEMENT (48 CFR CHAPTER 18) CLAUSES

CLAUSE NUMBER	DATE	TITLE
1852.208-81	OCT 2001	RESTRICTIONS ON PRINTING AND DUPLICATION
1852.216-80	OCT 1996	TASK ORDERING PROCEDURE Insert 5 days in paragraph (c) Insert 5 days in paragraph (e)
1852.223-70	APR 2002	SAFETY AND HEALTH
1852.223-75	FEB 2002	MAJOR BREACH OF SAFETY OR SECURITY
1852.242-72	AUG 1992	OBSERVANCE OF LEGAL HOLIDAYS (ALT 1) (SEP 1989)

(End Of Clause)

H.2 REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS (JSC 52.209-90) (SEP 1988)

This contract incorporates Section K, Representations, Certifications, and Other Statements of Offerors, as set forth in the contractor's revised proposal NBL-CDJ-005, dated October 29, 2002, by reference, with the same force and effect as if it were given in full text.

(End of clause)

H.13 JSC 52.242-94 ADMINISTRATIVE LEAVE (SEP 2008)

(a) When the NASA installation grants administrative leave to its Government employees (e.g., as a result of inclement weather, potentially hazardous conditions, or other special circumstances), the following personnel should also be dismissed upon notification of a center closure provided by the Contracting Officer:

1. Contractor personnel working on-site; and
2. Contractor personnel dedicated to the contract effort who are
 - A. working off-site within 10 miles of JSC; and
 - B. unable to perform their NASA contract duties at their off-site location because their normal place of business has been or is expected to be negatively impacted by an emergency situation (e.g. has sustained damage, has been evacuated, etc.).

However, the contractor shall provide sufficient on-site personnel to perform round-the-clock requirements of critical work already in process, unless otherwise instructed by the Contracting Officer or authorized representative.

(b) Administrative leave granted under this clause shall be subject to modification or termination by the Contracting Officer and in all instances shall be subject to the availability of funds. The cost of salaries and wages to the Contractor for the period of any such excused absence shall be a reimbursable item of cost under this contract for effected employees in accordance with the Contractor's established accounting policy.

1. If a labor hour-based contract, administrative leave granted under this clause shall be accounted for consistent with productive hours under this contract for employees in accordance with the Contractor's established accounting policy.

2. For fixed price contracts based on other than labor hours for deliverables, the Contracting Officer and Contractor shall as a precondition to any reimbursement negotiate an advanced agreement to determine the appropriate method in which to grant administrative leave under this clause.

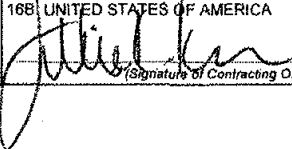
3. All invoices requesting payment under this clause shall be marked as "Administrative Leave in accordance with 52.242-94, Administrative Leave." All such invoices paid will be subject to review, audit, and revision when routine operations recommence.

(c) The Contractor shall include this clause in all services subcontracts that include personnel in the categories described in (a) above.

(End of clause)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE		PAGE OF PAGES 1 3	
2. AMENDMENT/MODIFICATION NO. 117		3. EFFECTIVE DATE See Block 16C		4. REQUISITION/PURCHASE REQ. NO. 4200271470	
5. PROJECT NO. (if applicable)		6. ISSUED BY CODE JSC		7. ADMINISTERED BY (if other than Item 6) CODE JSC	
NASA/Johnson Space Center Attn: Michael Duckworth/ BH3 2101 NASA Parkway Houston TX 77058-3696		NASA/Johnson Space Center Attn: Michael Duckworth/ BH3 2101 NASA Parkway Houston TX 77058-3696			
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) RAYTHEON TECHNICAL SERVICES COMPANY Attn: Lee Anne Ward Bay Terrace II 555 Forge River Rd, Suite 120 HOUSTON TX 77598-4357		(X)		9A. AMENDMENT OF SOLICITATION NO.	
				9B. DATED (SEE ITEM 11)	
		X		10A. MODIFICATION OF CONTRACT/ORDER NO. NAS9-02102	
				10B. DATED (SEE ITEM 13) 02/03/2003	
CODE		FACILITY CODE			
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS					
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended. <input type="checkbox"/> is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.					
12. ACCOUNTING AND APPROPRIATION DATA (if required)		Net Increase:		\$2,520,152.00	
13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.					
CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.				
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).				
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:				
X	D. OTHER (Specify type of modification and authority) FAR 52.232-22 - Limitation of Funds; Clause B.4 - Contract Funding				
E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not. <input type="checkbox"/> is required to sign this document and return _____ 0 _____ copies to the issuing office.					
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) See Page 2					

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Julie K. Karr	
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA  (Signature of Contracting Officer)	16C. DATE SIGNED w/21/08

The purpose of this modification is to modify Clause B.4, CONTRACT FUNDING and change contract funding by increasing funding by \$2,520,152.00 from \$127,194,501.22 to \$129,714,653.22. The replacement pages are attached. Changes have been bolded and bar marked.

Funding Recapitulation

	Prior Obligation	Current Obligation Mod 117	TOTAL
Cost	\$117,530,597.51	\$2,322,720.74	\$119,853,318.25
Fee	\$9,663,903.71	\$197,431.26	\$9,861,334.97
Total	\$127,194,501.22	\$2,520,152.00	\$129,714,653.22

B.4 CONTRACT FUNDING. (NFS 1852.232-81)(JUNE 1990)


(a.) For purposes of payment of cost, exclusive of fee, in accordance with the Limitation of Funds clause, the total amount allotted by the Government to this contract is **\$119,853,318.25**. This allotment covers the following estimated period of performance through: **November 21, 2008**.

(b.) An additional amount of **\$9,861,334.97** is obligated under this contract for payment of fee.

(End of Clause)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE		PAGE OF PAGES 1 3	
2. AMENDMENT/MODIFICATION NO. 118		3. EFFECTIVE DATE See Block 16C		4. REQUISITION/PURCHASE REQ. NO. 4200256560	
5. PROJECT NO. (If applicable)		7. ADMINISTERED BY (If other than Item 6)		CODE JSC	
6. ISSUED BY NASA/Johnson Space Center Attn: Michael Duckworth/ BH3 2101 NASA Parkway Houston TX 77058-3696		CODE JSC		7. ADMINISTERED BY (If other than Item 6) NASA/Johnson Space Center Attn: Michael Duckworth/ BH3 2101 NASA Parkway Houston TX 77058-3696	
8. NAME AND ADDRESS OF CONTRACTOR (No. street, county, State and ZIP Code) RAYTHEON TECHNICAL SERVICES COMPANY Attn: Lee Anne Ward Bay Terrace II 555 Forge River Rd, Suite 120 HOUSTON TX 77598-4357		(x)		9A. AMENDMENT OF SOLICITATION NO.	
CODE		FACILITY CODE		9B. DATED (SEE ITEM 11)	
		x		10A. MODIFICATION OF CONTRACT/ORDER NO. NAS9-02102	
				10B. DATED (SEE ITEM 13) 02/03/2003	
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS					
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended. <input type="checkbox"/> is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.					
12. ACCOUNTING AND APPROPRIATION DATA (If required)		Net Decrease:		-\$2,021.00	
13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.					
CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.				
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).				
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:				
X	D. OTHER (Specify type of modification and authority) FAR 52.232-22 Limitation of Funds				
E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not. <input type="checkbox"/> is required to sign this document and return _____ 0 _____ copies to the issuing office.					
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) See Page 2					

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Julie K. Karr	
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA  (Signature of Contracting Officer)	16C. DATE SIGNED 11/7/08

The purpose of this modification is to modify Clause B.4, CONTRACT FUNDING and change contract funding by decreasing funding by \$2,021 from \$129,714,653.22 to \$129,712,632.22. The replacement pages are attached. Changes have been bolded and bar marked.

Funding Recapitulation

	Prior Obligation	Current Obligation Mod 118	TOTAL
Cost	\$119,853,318.25	-\$1,862.67	\$119,851,455.58
Fee	\$9,861,334.97	-\$158.33	\$9,861,176.64
Total	\$129,714,653.22	-\$2,021.00	\$129,712,632.22

B.4 CONTRACT FUNDING. (NFS 1852.232-81)(JUNE 1990)

(a.) For purposes of payment of cost, exclusive of fee, in accordance with the Limitation of Funds clause, the total amount allotted by the Government to this contract is **\$119,851,455.58**. This allotment covers the following estimated period of performance through: **November 21, 2008**.

(b.) An additional amount of **\$9,861,176.64** is obligated under this contract for payment of fee.

(End of Clause)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE		PAGE OF PAGES 1 6	
2. AMENDMENT/MODIFICATION NO. 119		3. EFFECTIVE DATE See Block 16C		4. REQUISITION/PURCHASE REQ. NO.	
5. PROJECT NO. (If applicable)		7. ADMINISTERED BY (If other than Item 6)		CODE JSC	
6. ISSUED BY NASA/Johnson Space Center Attn: Michael Duckworth/ BH3 2101 NASA Parkway Houston TX 77058-3696		8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) RAYTHEON TECHNICAL SERVICES COMPANY Attn: Lee Anne Ward Bay Terrace II 555 Forge River Rd, Suite 120 HOUSTON TX 77598-4357		9A. AMENDMENT OF SOLICITATION NO. 9B. DATED (SEE ITEM 11) 10A. MODIFICATION OF CONTRACT/ORDER NO. NAS9-02102 10B. DATED (SEE ITEM 13) 02/03/2003	
CODE		FACILITY CODE		11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS	

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended. ☐ is not extended.
 Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) FAR 52.243-2, Changes - Cost Reimbursement

E. IMPORTANT: Contractor ☒ is not ☐ is required to sign this document and return _____ 0 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

See Page 2

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Julie K. Karr	
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA (Signature of Contracting Officer)	16C. DATE SIGNED 11/12/08

The purpose of this modification is to:

1. Incorporate FAR Clause 52.251-1, Government Supply Sources, into Section I of the Contract as part of the Clauses incorporated by reference (Attached herein).

I.1 LISTING OF CLAUSES INCORPORATED BY REFERENCE

NOTICE: The following contract clauses pertinent to this section are hereby incorporated by reference:

(a.) FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

CLAUSE NUMBER	DATE	TITLE
52.202-1	DEC 2001	DEFINITIONS (ALTERNATE I) (MAY 2001)
52.203-3	APR 1984	GRATUITIES
52.203-5	APR 1984	COVENANT AGAINST CONTINGENT FEES
52.203-6	JUL 1995	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT
52.203-7	JUL 1995	ANTI-KICKBACK PROCEDURES
52.203-8	JAN 1997	CANCELLATION, RESCISSION AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY
52.203-10	JAN 1997	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY
52.203-12	JUN 1997	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS
52.204-4	AUG 2000	PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER
52.207-5	FEB 1995	OPTION TO PURCHASE EQUIPMENT
52.209-6	JUL 1995	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT
52.211-5	AUG 2000	MATERIAL REQUIREMENTS
52.211-15	SEP 1990	DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS
52.215-2	JUN 1999	AUDIT AND RECORDS—NEGOTIATION
52.215-8	OCT 1997	ORDER OF PRECEDENCE - UNIFORM CONTRACT FORMAT
52.215-11	OCT 1997	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA—MODIFICATIONS
52.215-13	OCT 1997	SUBCONTRACTOR COST OR PRICING DATA - MODIFICATIONS
52.215-14	OCT 1997	INTEGRITY OF UNIT PRICES
52.215-15	DEC 1998	PENSION ADJUSTMENTS AND ASSET REVERSIONS
52.215-17	OCT 1997	WAIVER OF FACILITIES CAPITAL COST OF MONEY
52.215-18	OCT 1997	REVERSION OR ADJUSTMENT OF PLANS FOR POSTRETIREMENT BENEFITS (PRB) OTHER THAN PENSIONS
52.215-19	OCT 1997	NOTIFICATION OF OWNERSHIP CHANGES

52.215-21	OCT 1997	REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA - MODIFICATIONS
52.216-7	FEB 2002	ALLOWABLE COST AND PAYMENT
52.216-8	MAR 1997	FIXED FEE
52.216-18	OCT 1995	ORDERING Insert contract award through F.3
52.217-8	NOV 1999	OPTION TO EXTEND SERVICES
52.217-9	MAR 2000	OPTION TO EXTEND THE TERM OF THE CONTRACT Insert "___30___" and "___30___", respectively, in paragraph (a). Insert "___5 YRS___" in paragraph (c).
52.219-4	OCT 2004	NOTICE OF PRICE EVALUATION PREFERENCE FOR HUB ZONE SMALL BUSINESS CONCERNS
52.219-8	OCT 2000	UTILIZATION OF SMALL BUSINESS CONCERNS
52.219-9	JAN 2002	SMALL BUSINESS SUBCONTRACTING PLAN (ALT II)(OCT 2001)
52.219-16	JAN 1999	LIQUIDATED DAMAGES—SUBCONTRACTING PLAN
52.222-1	FEB 1997	NOTICE TO THE GOVERNMENT OF LABOR DISPUTES
52.222-2	JUL 1990	PAYMENT FOR OVERTIME PREMIUMS "Insert \$ _0 _Paragraph (a)" OVERTIME PREMIUM COST NOT TO EXCEED \$0
52.222-3	AUG 1996	CONVICT LABOR
52.222-4	SEP 2000	CONTRACT WORK HOURS AND SAFETY STANDARDS ACT—OVERTIME COMPENSATION
52.222-21	FEB 1999	PROHIBITION OF SEGREGATED FACILITIES
52.222-26	APR 2002	EQUAL OPPORTUNITY
52.222-35	DEC 2001	EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS
52.222-36	JUN 1998	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES
52.222-37	DEC 2001	EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS
52.222-41	May 1989	SERVICE CONTRACT ACT of 1965, as amended
52.223-3	JAN 1997	HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA
52.223-5	APR 1998	POLLUTION PREVENTION AND RIGHT TO KNOW INFORMATION
52.223-6	MAY 2001	DRUG-FREE WORK PLACE
52.223-10	AUG 2000	WASTE REDUCTION PROGRAM
52.223-14	OCT 2000	TOXIC CHEMICAL RELEASE REPORTING
52.225-13	JUL 2000	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES
52.227-1	JUL 1995	AUTHORIZATION AND CONSENT (ALTERNATE I) (APR 1984)
52.227-2	AUG 1996	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT
52.227-14	JUN 1987	RIGHTS AND DATA —GENERAL As modified by

1852.227-14 NASA FAR Supplement (OCT 1995)
52.227-16 JUN 1987 ADDITIONAL DATA REQUIREMENTS
52.228-7 MAR 1996 INSURANCE --LIABILITY TO THIRD PERSONS
52.230-2 APR 1998 COST ACCOUNTING STANDARDS

52.230-6 NOV 1999 ADMINISTRATION OF COST ACCOUNTING
STANDARDS
52.232-17 JUN 1996 INTEREST
52.232-20 APR 1984 LIMITATION OF COST
52.232-22 APR 1984 LIMITATION OF FUNDS
52.232-23 JAN 1986 ASSIGNMENT OF CLAIMS
52.232-25 FEB 2002 PROMPT PAYMENT
Insert "30th" in paragraph (b)(1).
52.232-34 MAY 1999 PAYMENT BY ELECTRONIC FUNDS TRANSFER--
OTHER THAN CENTRAL CONTRACTOR
REGISTRATION
52.233-1 JUL 2002 DISPUTES-- ALT I (DEC 1991)
52.233-3 AUG 1996 PROTEST AFTER AWARD --ALT I (JUN 1985)
52.237-2 APR 1984 PROTECTION OF GOVERNMENT BUILDINGS,
EQUIPMENT, AND VEGETATION
52.242-1 APR 1984 NOTICE OF INTENT TO DISALLOW COSTS
52.242-3 MAY 2001 PENALTIES FOR UNALLOWABLE COSTS
52.242-4 JAN 1997 CERTIFICATION OF FINAL INDIRECT COSTS
52.242-13 JUL 1995 BANKRUPTCY
52.243-2 AUG 1987 ~~CHANGES -- COST REIMBURSEMENT --ALT II (APR~~
~~1984)~~
52.244-2 AUG 1998 SUBCONTRACTS (ALT I)(AUG 1998)
52.244-5 DEC 1996 COMPETITION IN SUBCONTRACTS
52.244-6 MAY 2002 SUBCONTRACTS FOR COMMERCIAL ITEMS
52.245-1 APR 1984 PROPERTY RECORDS
52.245-5 JAN 1986 GOVERNMENT PROPERTY (COST-REIM-
BURSEMENT, TIME-AND-MATERIAL, OR LABOR-
HOUR CONTRACTS)
52.246-25 FEB 1997 LIMITATION OF LIABILITY --SERVICES
52.247-1 APR 1984 COMMERCIAL BILL OF LADING NOTATIONS
52.248-1 FEB 2000 VALUE ENGINEERING
52.249-6 SEP 1996 TERMINATION (COST-REIMBURSEMENT)
52.249-14 APR 1984 EXCUSABLE DELAYS
52.251-1 APR 1984 GOVERNMENT SUPPLY SOURCES

52.251-2	JAN 1991	INTERAGENCY FLEET MANAGEMENT SYSTEM VEHICLES AND RELATED SERVICES
52.252-2	FEB 1998	CLAUSES INCORPORATED BY REFERENCE
52.253-1	JAN 1991	COMPUTER GENERATED FORMS

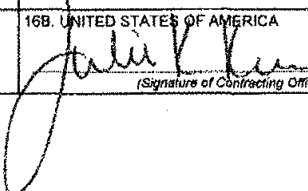
(b.) NASA FAR SUPPLEMENT (48 CFR CHAPTER 18) CLAUSES

CLAUSE NUMBER	DATE	TITLE
1852.203-70	JUN 2001	DISPLAY OF INSPECTOR GENERAL HOTLINE POST
1852.204-74	MAY 2002	CENTRAL CONTRACTOR REGISTRATION
1852.219-74	SEP 1990	USE OF RURAL AREA SMALL BUSINESSES
1852.219-75	MAY 1999	SMALL BUSINESS SUBCONTRACTING REPORTING
1852.219-76	JUL 1997	NASA 8 PERCENT GOAL
1852.223-74	MAR 1996	DRUG AND ALCOHOL-FREE WORKPLACE
1852.228-75	OCT 1988	MINIMUM INSURANCE COVERAGE
1852.235-70	JUL 2000	CENTER FOR AEROSPACE INFORMATION--FINAL SCIENTIFIC AND TECHNICAL REPORTS
1852.237-70	DEC 1988	EMERGENCY EVACUATION PROCEDURES
1852.243-71	MAR 1997	SHARED SAVINGS

(End Of Clause)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE		PAGE OF PAGES 1 3	
2. AMENDMENT/MODIFICATION NO. 120		3. EFFECTIVE DATE See Block 16C		4. REQUISITION/PURCHASE REQ. NO. 4200274652	
5. PROJECT NO. (If applicable)		6. ISSUED BY NASA/Johnson Space Center Attn: Michael Duckworth/ BH3 2101 NASA Parkway Houston TX 77058-3696		7. ADMINISTERED BY (If other than Item 6) NASA/Johnson Space Center Attn: Michael Duckworth/ BH3 2101 NASA Parkway Houston TX 77058-3696	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) RAYTHEON TECHNICAL SERVICES COMPANY Attn: Lee Anne Ward Bay Terrace II 555 Forge River Rd, Suite 120 HOUSTON TX 77598-4357		9A. AMENDMENT OF SOLICITATION NO. (x)		9B. DATED (SEE ITEM 11)	
CODE		FACILITY CODE		10A. MODIFICATION OF CONTRACT/ORDER NO. NAS9-02102	
				10B. DATED (SEE ITEM 13) 02/03/2003	
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS					
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended. <input type="checkbox"/> is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted, or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.					
12. ACCOUNTING AND APPROPRIATION DATA (If required)		Net Increase:		\$4,067,021.00	
13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.					
CHECK ONE					
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.					
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).					
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:					
D. OTHER (Specify type of modification and authority)					
X FAR 52.232-22 - Limitation of Funds					
E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not. <input type="checkbox"/> is required to sign this document and return _____ 0 _____ copies to the issuing office.					
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) See Page 2					

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Julie K. Karr	
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA  (Signature of Contracting Officer)	16C. DATE SIGNED 11/20/04
NSN 7540-01-152-8070 Previous edition unusable		STANDARD FORM 30 (REV. 10-83) Prescribed by GSA FAR (48 CFR) 53.243	

The purpose of this modification is to modify Clause B.4, CONTRACT FUNDING and change contract funding by \$4,067,021.00 from \$129,712,632.22 to \$133,779,653.22. The replacement pages are attached. Changes have been bolded and bar marked.

Funding Recapitulation

	Prior Obligation	Current Obligation Mod 120	TOTAL
Cost	\$119,851,455.58	\$3,748,406.45	\$123,599,862.03
Fee	\$9,861,176.64	\$318,614.55	\$10,179,791.19
Total	\$129,712,632.22	\$4,067,021.00	\$133,779,653.22

B.4 CONTRACT FUNDING. (NFS 1852.232-81)(JUNE 1990)

(a.) For purposes of payment of cost, exclusive of fee, in accordance with the Limitation of Funds clause, the total amount allotted by the Government to this contract is **\$123,599,862.03**. This allotment covers the following estimated period of performance through: **January 23, 2009**.

(b.) An additional amount of **\$10,179,791.19** is obligated under this contract for payment of fee.

(End of Clause)

AMENDMENT OF SOLICITATION/ MODIFICATION OF CONTRACT		1. CONTRACT ID CODE NAS 9-02102		PAGE OF PAGES 1 3	
2. AMENDMENT/MODIFICATION NO. Modification 121A		3. EFFECTIVE DATE See Block 16C		4. REQUISITION/PURCHASE REQ. NO. N/A	
5. PROJECT NO. (If applicable)		6. ISSUED BY NASA Lyndon B. Johnson Space Center Attn: Michael Duckworth/ BH3 2101 NASA Parkway Houston, Texas 77058		7. ADMINISTERED BY (If other than Item 6) BH3/JPH	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and ZIP Code) Raytheon Technical Services Company Bay Terrace II 555 Forge River Road, Suite 120 Attn: Lee Anne Ward Webster, TX 77598-4357					
CODE		FACILITY CODE			
(X)	9A. AMENDMENT OF SOLICITATION NO.		9B. DATED (SEE ITEM 11)		
X	10A. MODIFICATION OF CONTRACT/ORDER NO. NAS 9-02102		10B. DATED (SEE ITEM 13) 2/3/03		
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS					
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is <input type="checkbox"/> is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:					
(a) By completing Items 8 and 15, and <input type="checkbox"/> copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.					
12. ACCOUNTING AND APPROPRIATION DATA (If required)					
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.(x)					
(X)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.				
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).				
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:				
X	d. OTHER (Specify type of modification and authority) Terms and Conditions of Attachment J-3 Award Fee Plan				
E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.					
14. description of amendment/modification (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)					

(See pages 2-3)

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Julie K. Karr, Contracting Officer	
15B. CONTRACTOR/OFFEROR <i>(Signature of person authorized to sign)</i>	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY <i>(Signature of Contracting Officer)</i>	16C. DATE SIGNED

- I. The purpose of Modification 121 is to recognize the Award Fee earned for NSOC Performance during the period of April 1, 2008 through September 30, 2008. Of the available Award Fee pool of \$984,658.00, the contractor is hereby entitled to \$915,732.00. The contractor has provisionally invoiced the Government for \$590,796.00 during the Award Fee period. Therefore, the amount due and payable to the contractor for Award Fee earned is \$324,936.00

	Award Fee Available	Award Fee Unearned	Award Fee Earned	Less Provisional Invoiced Amount	Award Fee Due & Payable
Award Fee Period 11	\$984,658.00	\$68,926.00	\$915,732.00	\$590,796.00	\$324,936.00

- II. In order to reflect the earned award fee, Appendix 3, Award Fee Distribution, of Attachment J-3, is deleted in its entirety and replaced with the following:

Attachment J-3
Performance Evaluation Plan
NAS 9-02102
AWARD FEE DISTRIBUTION

APPENDIX 3
AWARD FEE DISTRIBUTION

<u>EVALUATION PERIOD</u>	<u>AVAILABLE AWARD FEE</u>	<u>EARNED AWARD FEE</u>
04/01/03 - 09/30/03	\$746,871	\$642,309
10/01/03 - 03/31/04	\$728,358	\$655,522
04/01/04 - 09/30/04	\$788,416	\$709,574
10/01/04 - 03/31/05	\$817,875	\$719,730
04/01/05 - 09/30/05	\$841,463	\$799,390
10/01/05 - 03/31/06	\$907,907	\$853,433
04/01/06 - 09/30/06	\$960,068	\$883,262
10/01/06 - 03/31/07	\$977,849	\$889,843
04/01/07 - 09/30/07	\$1,016,183	\$934,888.36
10/01/07 - 03/31/08	\$1,008,784	\$907,906
04/01/08 - 09/30/08	\$984,658	\$915,732
10/01/08 - 03/31/09	\$999,236	
04/01/09 - 09/30/09	\$999,235	
10/01/09 - 03/31/10	\$980,424	
04/01/10 - 09/30/10	\$980,424	

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE		PAGE OF PAGES 1 3	
2. AMENDMENT/MODIFICATION NO. 122		3. EFFECTIVE DATE See Block 16C		4. REQUISITION/PURCHASE REQ. NO. 4200278057	
5. PROJECT NO. (If applicable)		6. ISSUED BY NASA/Johnson Space Center Attn: Michael Duckworth/ BH3 2101 NASA Parkway Houston TX 77058-3696		7. ADMINISTERED BY (If other than Item 6) NASA/Johnson Space Center Attn: Michael Duckworth/ BH3 2101 NASA Parkway Houston TX 77058-3696	
CODE JSC		CODE JSC			
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) RAYTHEON TECHNICAL SERVICES COMPANY Attn: Lee Anne Ward Bay Terrace II 555 Forge River Rd, Suite 120 HOUSTON TX 77598-4357		(x)		9A. AMENDMENT OF SOLICITATION NO.	
				9B. DATED (SEE ITEM 11)	
		x		10A. MODIFICATION OF CONTRACT/ORDER NO. NAS9-02102	
				10B. DATED (SEE ITEM 13) 02/03/2003	
CODE		FACILITY CODE			

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended. ☐ is not extended.
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required) Net Increase: \$318,000.00

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
X	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor ☒ is not. ☐ is required to sign this document and return 0 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

See Page 2

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Julie K. Karr	
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA (Signature of Contracting Officer)	16C. DATE SIGNED 12/18/2008

NSN 7540-01-152-8070
Previous edition unusable

STANDARD FORM 30 (REV. 10-83)
Prescribed by GSA
FAR (48 CFR) 53.243

The purpose of this modification is to modify Clause B.4, CONTRACT FUNDING and change contract funding by \$318,000.00 from \$133,779,653.22 to \$134,097,653.22. The replacement pages are attached. Changes have been bolded and bar marked.

Funding Recapitulation

	Prior Obligation	Current Obligation Mod 122	TOTAL
Cost	\$123,599,862.03	\$294,444.44	\$123,894,306.47
Fee	\$10,179,791.19	\$23,555.56	\$10,203,346.75
Total	\$133,779,653.22	\$318,000.00	\$134,097,653.22

B.4 CONTRACT FUNDING. (NFS 1852.232-81)(JUNE 1990)

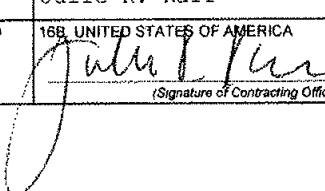
(a.) For purposes of payment of cost, exclusive of fee, in accordance with the Limitation of Funds clause, the total amount allotted by the Government to this contract is **\$123,894,306.47**. This allotment covers the following estimated period of performance through: **January 23, 2009**.

(b.) An additional amount of **\$10,203,346.75** is obligated under this contract for payment of fee.

(End of Clause)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE		PAGE OF PAGES 1 3	
2. AMENDMENT/MODIFICATION NO. 123		3. EFFECTIVE DATE See Block 16C		4. REQUISITION/PURCHASE REQ. NO. 4200280925	
5. PROJECT NO. (If applicable)		6. ISSUED BY NASA/Johnson Space Center Attn: Michael Duckworth/ BH3 2101 NASA Parkway Houston TX 77058-3696		7. ADMINISTERED BY (If other than Item 6) NASA/Johnson Space Center Attn: Michael Duckworth/ BH3 2101 NASA Parkway Houston TX 77058-3696	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) RAYTHEON TECHNICAL SERVICES COMPANY Attn: Lee Anne Ward Bay Terrace II 555 Forge River Rd, Suite 120 HOUSTON TX 77598-4357		(x) 9A. AMENDMENT OF SOLICITATION NO.		9B. DATED (SEE ITEM 11)	
CODE		FACILITY CODE		10A. MODIFICATION OF CONTRACT/ORDER NO. NAS9-02102	
				10B. DATED (SEE ITEM 13) 02/03/2003	
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS					
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended. <input type="checkbox"/> is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.					
12. ACCOUNTING AND APPROPRIATION DATA (If required) Net Increase: \$4,177,505.00					
13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.					
CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.				
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).				
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:				
X	D. OTHER (Specify type of modification and authority) FAR 52.323-22 Limitation of Funds				
E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not. <input type="checkbox"/> is required to sign this document and return _____ 0 copies to the issuing office.					
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) See Page 2					

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Julie K. Karr	
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA  (Signature of Contracting Officer)	16C. DATE SIGNED 1/22/07
NSN 7540-01-152-8070 Previous edition unusable		STANDARD FORM 30 (REV. 10-83) Prescribed by GSA FAR (48 CFR) 53.243	

The purpose of this modification is to modify Clause B.4, CONTRACT FUNDING and change contract funding by \$4,177,505 from \$134,097,653.22 to \$138,275,158.22. The replacement pages are attached. Changes have been bolded and bar marked.

Funding Recapitulation

	Prior Obligation	Current Obligation Mod 123	TOTAL
Cost	\$123,894,306.47	\$3,850,235.02	\$127,744,541.49
Fee	\$10,203,346.75	\$327,269.98	\$10,530,616.73
Total	\$134,097,653.22	\$4,177,505.00	\$138,275,158.22

B.4 CONTRACT FUNDING. (NFS 1852.232-81)(JUNE 1990)

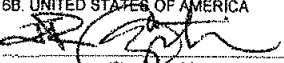
(a.) For purposes of payment of cost, exclusive of fee, in accordance with the Limitation of Funds clause, the total amount allotted by the Government to this contract is **\$127,744,541.49**. This allotment covers the following estimated period of performance through: **March 20, 2009**.

(b.) An additional amount of **\$10,530,616.73** is obligated under this contract for payment of fee.

(End of Clause)

AMENDMENT OF SOLICITATION/MODIFICATION CONTRACT		1. CONTRACT ID CODE		PAGE OF PAGES 1 3	
2. AMENDMENT/MODIFICATION NO. 124		3. EFFECTIVE DATE See Block 16C		4. REQUISITION/PURCHASE REQ. NO. 4200284232	
5. PROJECT NO. (If applicable)		6. ISSUED BY NASA/Johnson Space Center Attn: Michael Duckworth/ BH3 2101 NASA Parkway Houston TX 77058-3696		7. ADMINISTERED BY (If other than Item 6) NASA/Johnson Space Center Attn: Michael Duckworth/ BH3 2101 NASA Parkway Houston TX 77058-3696	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) RAYTHEON TECHNICAL SERVICES COMPANY Attn: Lee Anne Ward Bay Terrace II 555 Forge River Rd, Suite 120 HOUSTON TX 77598-4357		(x)		9A. AMENDMENT OF SOLICITATION NO.	
CODE		FACILITY CODE		9B. DATED (SEE ITEM 11)	
				10A. MODIFICATION OF CONTRACT/ORDER NO. NAS9-02102	
				10B. DATED (SEE ITEM 13) 02/03/2003	
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS					
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.					
12. ACCOUNTING AND APPROPRIATION DATA (If required)					
				Net Increase: \$477,000.00	
13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.					
CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.				
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).				
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:				
X	D. OTHER (Specify type of modification and authority) FAR 52.323-22 Limitation of Funds				
E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not <input type="checkbox"/> is required to sign this document and return _____ 0 copies to the issuing office.					
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) See Page 2					

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) J. R. Carpentier	
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA  (Signature of Contracting Officer)	16C. DATE SIGNED 2-23-09

The purpose of this modification is to:

1. Modify Clause B.4, **CONTRACT FUNDING** and change contract funding by \$477,000 from \$138,275,158.22 to \$138,752,158.22. The replacement pages are attached. Changes have been bolded and bar marked.

Funding Recapitulation

	Prior Obligation	Current Obligation Mod 124	TOTAL
Cost	\$127,744,541.49	\$439,631.34	\$128,184,172.83
Fee	\$10,530,616.73	\$37,368.66	\$10,567,985.39
Total	\$138,275,158.22	\$477,000.00	\$138,752,158.22

2. Update the Contracting Officer from Julie K. Karr to John R. Carpentier.

B.4 CONTRACT FUNDING. (NFS 1852.232-81)(JUNE 1990)

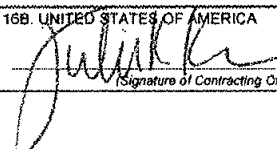
(a.) For purposes of payment of cost, exclusive of fee, in accordance with the Limitation of Funds clause, the total amount allotted by the Government to this contract is **\$128,184,172.83**. This allotment covers the following estimated period of performance through: **March 27, 2009**.

(b.) An additional amount of **\$10,567,985.39** is obligated under this contract for payment of fee.

(End of Clause)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE		PAGE OF PAGES 1 3	
2. AMENDMENT/MODIFICATION NO. 125		3. EFFECTIVE DATE See Block 16C		4. REQUISITION/PURCHASE REQ. NO. 4200286893	
5. PROJECT NO. (If applicable)		6. ISSUED BY NASA/Johnson Space Center Attn: Michael Duckworth/ BH3 2101 NASA Parkway Houston TX 77058-3696		7. ADMINISTERED BY (If other than Item 6) NASA/Johnson Space Center Attn: Michael Duckworth/ BH3 2101 NASA Parkway Houston TX 77058-3696	
8. NAME AND ADDRESS OF CONTRACTOR (No. street, county, State and ZIP Code) RAYTHEON TECHNICAL SERVICES COMPANY Attn: Lee Anne Ward Bay Terrace II 555 Forge River Rd, Suite 120 HOUSTON TX 77598-4357		(x)		9A. AMENDMENT OF SOLICITATION NO.	
CODE		FACILITY CODE		9B. DATED (SEE ITEM 11)	
				10A. MODIFICATION OF CONTRACT/ORDER NO. NAS9-02102	
				10B. DATED (SEE ITEM 13) 02/03/2003	
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS					
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended. <input type="checkbox"/> is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.					
12. ACCOUNTING AND APPROPRIATION DATA (If required)					
13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.					
CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.				
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).				
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:				
X	D. OTHER (Specify type of modification and authority) FAR 52.323-22 Limitation of Funds				
E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not. <input type="checkbox"/> is required to sign this document and return 0 copies to the issuing office.					
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) See Page 2					

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Julie K. Karr	
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA  (Signature of Contracting Officer)	16C. DATE SIGNED 3/19/07
NSN 7540-01-152-8070 Previous edition unusable		STANDARD FORM 30 (REV. 10-83) Prescribed by GSA FAR (48 CFR) 53.243	

The purpose of this modification is to:

1. Modify Clause B.4, CONTRACT FUNDING and change contract funding by \$800,000 from \$138,752,158.22 to \$139,552,158.22. The replacement pages are attached. Changes have been bolded and bar marked.

Funding Recapitulation

	Prior Obligation	Current Obligation Mod 125	TOTAL
Cost	\$128,184,172.83	\$737,327.19	\$128,921,500.02
Fee	\$10,567,985.39	\$62,672.81	\$10,630,658.20
Total	\$138,752,158.22	\$800,000.00	\$139,552,158.22

B.4 CONTRACT FUNDING. (NFS 1852.232-81)(JUNE 1990)

(a.) For purposes of payment of cost, exclusive of fee, in accordance with the Limitation of Funds clause, the total amount allotted by the Government to this contract is **\$128,921,500.02**. This allotment covers the following estimated period of performance through: **April 10, 2009**.

(b.) An additional amount of **\$10,630,658.20** is obligated under this contract for payment of fee.

(End of Clause)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE

PAGE OF PAGES

1

3

2. AMENDMENT/MODIFICATION NO.

126

3. EFFECTIVE DATE

See Block 16C

4. REQUISITION/PURCHASE REQ. NO.

4200291445

5. PROJECT NO. (If applicable)

6. ISSUED BY

CODE

JSC

7. ADMINISTERED BY (If other than Item 6)

CODE

JSC

NASA/Johnson Space Center
Attn: Michael Duckworth/ BH3
2101 NASA Parkway
Houston TX 77058-3696

NASA/Johnson Space Center
Attn: Michael Duckworth/ BH3
2101 NASA Parkway
Houston TX 77058-3696

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)

RAYTHEON TECHNICAL SERVICES COMPANY
Attn: Lee Anne Ward
Bay Terrace II
555 Forge River Rd, Suite 120
HOUSTON TX 77598-4357

(x)

9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

x

10A. MODIFICATION OF CONTRACT/ORDER NO.
NAS9-02102

10B. DATED (SEE ITEM 13)

02/03/2003

CODE

FACILITY CODE

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended, ☐ is not extended.
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

Net Increase:

\$7,000,000.00

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

CHECK ONE

A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.

B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).

C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:

D. OTHER (Specify type of modification and authority)

X FAR 52.232-22 Limitation of Funds

E. IMPORTANT: Contractor ☒ is not, ☐ is required to sign this document and return _____ 0 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

See Page 2

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect

15A. NAME AND TITLE OF SIGNER (Type or print)

16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)

J. R. Carpentier

15B. CONTRACTOR/OFFEROR

15C. DATE SIGNED

16B. UNITED STATES OF AMERICA

16C. DATE SIGNED

(Signature of person authorized to sign)

(Signature of Contracting Officer)

4-22-89

NSN 7540-01-152-8070
Previous edition unusable

STANDARD FORM 30 (REV. 10-83)
Prescribed by GSA
FAR (48 CFR) 53.243

The purpose of this modification is to:

1. Modify Clause B.4, CONTRACT FUNDING and change contract funding by \$7,000,000 from \$139,552,158.22 to \$146,552,158.22. The replacement pages are attached. Changes have been bolded and bar marked.

Funding Recapitulation

	Prior Obligation	Current Obligation Mod 126	TOTAL
Cost	\$128,921,500.02	\$6,451,612.90	\$135,373,112.92
Fee	\$10,630,658.20	\$548,387.10	\$11,179,045.30
Total	\$139,552,158.22	\$7,000,000.00	\$146,552,158.22

B.4 CONTRACT FUNDING. (NFS 1852.232-81)(JUNE 1990)

(a.) For purposes of payment of cost, exclusive of fee, in accordance with the Limitation of Funds clause, the total amount allotted by the Government to this contract is **\$135,373,112.92**. This allotment covers the following estimated period of performance through: **July 31, 2009**.

(b.) An additional amount of **\$11,179,045.30** is obligated under this contract for payment of fee.

(End of Clause)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE		PAGE OF PAGES 1 18	
2. AMENDMENT/MODIFICATION NO. 127		3. EFFECTIVE DATE See Block 16C		4. REQUISITION/PURCHASE REQ. NO.	
5. PROJECT NO. (if applicable)		6. ISSUED BY NASA/Johnson Space Center Attn: Michael Duckworth/ BH3 2101 NASA Parkway Houston TX 77058-3696		7. ADMINISTERED BY (If other than Item 6) NASA/Johnson Space Center Attn: Michael Duckworth/ BH3 2101 NASA Parkway Houston TX 77058-3696	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) RAYTHEON TECHNICAL SERVICES COMPANY Attn: Lee Anne Ward Bay Terrace II 555 Forge River Rd, Suite 120 HOUSTON TX 77598-4357		9A. AMENDMENT OF SOLICITATION NO. (X)		9B. DATED (SEE ITEM 11)	
CODE		FACILITY CODE		10A. MODIFICATION OF CONTRACT/ORDER NO. NAS9-02102	
				10B. DATED (SEE ITEM 13) 02/03/2003	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended. ☐ is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. **FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER.** If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

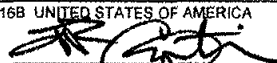
CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) FAR 52.22-41 Service Contract Act

E. IMPORTANT: Contractor ☒ is not. ☐ is required to sign this document and return _____ 0 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

The purpose of this modification is to incorporate the current Standard Form (SF) 98A for the Department of Labor (DOL) Wage Determination into the contract. The effective date of the DOL Wage Determination is April 1, 2009. This Modification incorporates NASA Notice No. 67152 and Wage Determination 2005-2516 (R8), dated July 23, 2008 into the contract.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) J. R. Carpentier	
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA  (Signature of Contracting Officer)	16C. DATE SIGNED 4-28-09

NSN 7540-01-152-0070
Previous edition unusable

STANDARD FORM 30 (REV. 10-89)
Prescribed by GSA
FAR (48 CFR) 53.243

STANDARD FORM 98a February 1973 U.S. DEPARTMENT OF LABOR Employment Standards Administration	NOTICE OF INTENTION TO MAKE A SERVICE CONTRACT AND RESPONSE TO NOTICE (Attachment A)	11. Notice No. NASA 67152
12. CLASSES OF SERVICE EMPLOYEES TO BE EMPLOYED ON CONTRACT Harris County, TX; 2005-2516, Occupations included in "DOL Directory"	13. NUMBER OF EMPLOYEES IN EACH CLASS	14. HOURLY WAGE RATE THAT WOULD BE PAID IF FEDERALLY EMPLOYED
Computer Operator, II	3	GS-5 \$16.61
Drafter, II	1	GS-5 \$16.61
Drafter, IV	1	GS-8 \$22.79
Engineering Technician, I	8	GS-3 \$13.23
Engineering Technician, II	7	GS-4 \$14.85
Engineering Technician, III	30	GS-5 \$16.61
Engineering Technician, IV	4	GS-7 \$20.58
Forklift Operator	3	WG-5 \$16.18
General Clerk, I	2	GS-2 \$12.12
General Clerk, II	3	GS-3 \$13.23
General Clerk, III	7	GS-4 \$14.85
Laborer	1	WG-2 \$12.45
Machinists, Maintenance	9	WG-10 \$24.18
Messenger (Courier)	1	GS-1 \$10.78
Production Control Clerk	3	GS-6 \$18.52
Scheduler Maintenance	2	GS-4 \$14.85
Secretary, I	3	GS-4 \$14.85
Secretary, II	2	GS-5 \$16.61
Secretary, III	3	GS-6 \$18.52
Sewing Machine Operator	1	WG-6 \$18.54
Shipping/Receiving Clerk	3	WG-4 \$15.49
Supply Technician	1	GS-7 \$20.58
Welder, Combination, Maintenance	3	WG-10 \$24.18
Conformed Positions:		
NBL Dive Operations Specialist, I (\$17.52)	19	GS-3 \$13.23
NBL Dive Operations Specialist, II (\$19.02)	9	GS-4 \$14.85
NBL Dive Operations Specialist, III (\$22.46)	29	GS-5 \$16.61
NBL Dive Operations Specialist, IV (\$27.69)	5	GS-7 \$20.58

STANDARD FORM 98 ELECTRONIC VERSION U.S. DEPARTMENT OF LABOR EMPLOYMENT STANDARDS ADMINISTRATION		NOTICE OF INTENTION TO MAKE A SERVICE CONTRACT AND RESPONSE TO NOTICE		Rev. Feb. 1973 1. Notice No. 67152						
Procurement Type Option/Extension		Name of Organization Raytheon Technical Services Co., LLC								
2. Estimated Solicitation Date Not Entered		3. Estimated Date Bids or Proposals to be Opened or Negotiations Begun Not Entered		4. Date Contract Performance to Begin 04/07/2009						
5. Places of Performance 1. Harris, TX										
6. Services to be performed Other		Description of Services to be Performed Neutral Buoyancy Lab/ Space Vehicle Mockup Facility Operations								
7. Information about performance Services Now Performed by Contractors										
8a. Name and address of incumbent contractor Number of Contractors: 1 #1 Name: Raytheon Technical Services Co., LLC Address: 2224 Bay Area Blvd City: Houston State: TX Zip: 77058										
8b. Year and Sequence Number of any wage determinations in incumbent's contracts Number of Wage Determinations: 1 <table border="1"> <thead> <tr> <th></th> <th>Year</th> <th>Sequence Number</th> </tr> </thead> <tbody> <tr> <td>#1</td> <td>2005</td> <td>2516</td> </tr> </tbody> </table>						Year	Sequence Number	#1	2005	2516
	Year	Sequence Number								
#1	2005	2516								
8c. Name of union if services are being performed under collective bargaining agreements Number of Unions: 0										
9. Official Submitting Notice First Name: Michael Last Name: Duckworth Email: michael.w.duckworth@nasa.gov Phone: 281-483-0937 Ext: Fax: Not Entered Date: 4/7/2009		10. Department, Agency, Bureau, or Division National Aeronautics and Space Administration 11. Name and address of contact person Name: Michael Duckworth Address: 2101 Nasa Pkwy City: Houston State: TX Zip: 77058								
Standard Occupations Number of Standard Occupations: 23										
12. Occupation		13. Number of employees	14. Hourly wage							
Computer Operator II		3	16.61							
Drafter/CAD Operator II		1	16.61							
Drafter/CAD Operator IV		1	22.79							
Engineering Technician I		8	13.23							
Engineering Technician II		7	14.85							
Engineering Technician III		30	16.61							
Engineering Technician IV		4	22.79							
Forklift Operator		3	17.02							
General Clerk I		2	12.12							
General Clerk II		3	13.23							
General Clerk III		7	14.85							
Laborer		1	12.45							
Machinist, Maintenance		9	24.18							
Messenger Courier		1	10.78							
Production Control Clerk		3	18.52							
Scheduler, Maintenance		2	14.85							
Secretary I		3	14.85							
Secretary II		2	16.61							
Secretary III		3	18.52							
Sewing Machine Operator		1	18.54							
Shipping/Receiving Clerk		3	15.49							
Supply Technician		1	22.79							
Welder, Combination, Maintenance		3	24.18							

Non Standard Occupations**Number of Non-Standard Occupations: 4**

#1	Position: NBL Dive Operations Specialist I Description: Conformed Position	Number of Employees: 19	Hourly Wage: 13.23
#2	Position: NBL Dive Operations Specialist II Description: Conformed Position	Number of Employees: 9	Hourly Wage: 14.85
#3	Position: NBL Dive Operations Specialist III Description: Conformed Position	Number of Employees: 29	Hourly Wage: 16.61
#4	Position: NBL Dive Operations Specialist IV Description: Conformed Position	Number of Employees: 5	Hourly Wage: 22.79

15. Comments

Not Entered

RESPONSE TO NOTICE

Your Request Number:

67152

has been submitted.

Click on the following wage determination link(s) to view the results of your search.

2005 - 2516

PRINT**SUBMIT ANOTHER SF-98**For help with the SF-98 Form please contact the
Wage and Hour Division at (202) 515-2666.To check the status of your SF-98 request(s), please
contact the Wage and Hour Division at (202) 693-0073.

Representatives are available Monday through Friday from 8 AM until 5 PM EST

 [Back to Top](#)www.dol.gov/esa[Frequently Asked Questions](#) | [Freedom of Information Act](#) | [Privacy & Security Statement](#) | [Disclaimers](#)
[Customer Survey](#) | [E-mail This Page](#) | [Important Notices](#)U.S. Department of Labor, Frances Perkins Building, 200 Constitution Ave., NW, Washington, DC 20210
www.dol.gov | Telephone: 1-866-4-USWAGE | TTY: 1-877-889-5627 Contact Us

v2.0.1 06/06/2008

**REGISTER OF WAGE DETERMINATIONS
UNDER THE SERVICE CONTRACT ACT**

By direction of the Secretary of Labor

Shirley F. Ebbesen
Director

Division of Wage
Determinations

**U.S. DEPARTMENT OF LABOR
EMPLOYMENT STANDARDS
ADMINISTRATION
WAGE AND HOUR DIVISION
WASHINGTON, D.C. 20210**

Wage Determination No.: 2005-2516

Revision No.: 8

Date of Last Revision: 07/23/2008

State: Texas

Area: Texas Counties of Austin, Brazoria, Chambers, Colorado, Fort Bend, Galveston, Grimes, Harris, Houston, Jackson, Lavaca, Liberty, Madison, Matagorda, Montgomery, San Jacinto, Trinity, Walker, Waller, Washington, Wharton

****Fringe Benefits Required Follow the Occupational Listing****

OCCUPATION CODE - TITLE	MINIMUM WAGE RATE
01000 - Administrative Support And Clerical Occupations	
01011 - Accounting Clerk I	14 .58
01012 - Accounting Clerk II	16 .38
01013 - Accounting Clerk III	18 .32
01020 - Administrative Assistant	23 .55
01040 - Court Reporter	21 .79
01051 - Data Entry Operator I	11 .67
01052 - Data Entry Operator II	14 .32
01060 - Dispatcher, Motor Vehicle	15 .40
01070 - Document Preparation Clerk	13 .41
01090 - Duplicating Machine Operator	13 .41
01111 - General Clerk I	10 .80
01112 - General Clerk II	12 .97
01113 - General Clerk III	14 .88
01120 - Housing Referral Assistant	20 .55
01141 - Messenger Courier	11 .95
01191 - Order Clerk I	13 .52

01192 - Order Clerk II	15 .24
01261 - Personnel Assistant (Employment) I	14 .74
01262 - Personnel Assistant (Employment) II	16 .50
01263 - Personnel Assistant (Employment) III	18 .38
01270 - Production Control Clerk	19 .10
01280 - Receptionist	12 .02
01290 - Rental Clerk	14 .75
01300 - Scheduler, Maintenance	15 .92
01311 - Secretary I	15 .92
01312 - Secretary II	17 .73
01313 - Secretary III	20 .55
01320 - Service Order Dispatcher	14 .63
01410 - Supply Technician	23 .55
01420 - Survey Worker	16 .59
01531 - Travel Clerk I	13 .17
01532 - Travel Clerk II	14 .22
01533 - Travel Clerk III	15 .20
01611 - Word Processor I	12 .27
01612 - Word Processor II	14 .75
01613 - Word Processor III	16 .59
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer, Fiberglass	24 .80
05010 - Automotive Electrician	22 .66
05040 - Automotive Glass Installer	21 .68
05070 - Automotive Worker	20 .91
05110 - Mobile Equipment Servicer	19 .27
05130 - Motor Equipment Metal Mechanic	24 .53
05160 - Motor Equipment Metal Worker	20 .91
05190 - Motor Vehicle Mechanic	24 .53
05220 - Motor Vehicle Mechanic Helper	18 .48
05250 - Motor Vehicle Upholstery Worker	19 .84
05280 - Motor Vehicle Wrecker	20 .91
05310 - Painter, Automotive	22 .66
05340 - Radiator Repair Specialist	22 .88
05370 - Tire Repairer	14 .40

05400 - Transmission Repair Specialist	25 .17
07000 - Food Preparation And Service Occupations	
07010 - Baker	10 .04
07041 - Cook I	8 .65
07042 - Cook II	9 .89
07070 - Dishwasher	8 .11
07130 - Food Service Worker	8 .87
07210 - Meat Cutter	12 .36
07260 - Waiter/Waitress	7 .97
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	16 .65
09040 - Furniture Handler	11 .74
09080 - Furniture Refinisher	16 .09
09090 - Furniture Refinisher Helper	13 .74
09110 - Furniture Repairer, Minor	15 .29
09130 - Upholsterer	16 .65
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	9 .90
11060 - Elevator Operator	8 .17
11090 - Gardener	14 .52
11122 - Housekeeping Aide	8 .17
11150 - Janitor	8 .17
11210 - Laborer, Grounds Maintenance	10 .93
11240 - Maid or Houseman	7 .73
11260 - Pruner	8 .99
11270 - Tractor Operator	12 .82
11330 - Trail Maintenance Worker	10 .93
11360 - Window Cleaner	8 .92
12000 - Health Occupations	
12010 - Ambulance Driver	14 .22
12011 - Breath Alcohol Technician	15 .64
12012 - Certified Occupational Therapist Assistant	19 .58
12015 - Certified Physical Therapist Assistant	20 .48
12020 - Dental Assistant	15 .64
12025 - Dental Hygienist	32 .49
12030 - EKG Technician	23 .56

12035 - Electroneurodiagnostic Technologist	23 .56
12040 - Emergency Medical Technician	14 .22
12071 - Licensed Practical Nurse I	18 .29
12072 - Licensed Practical Nurse II	20 .52
12073 - Licensed Practical Nurse III	22 .09
12100 - Medical Assistant	12 .40
12130 - Medical Laboratory Technician	15 .25
12160 - Medical Record Clerk	13 .21
12190 - Medical Record Technician	16 .02
12195 - Medical Transcriptionist	16 .40
12210 - Nuclear Medicine Technologist	31 .94
12221 - Nursing Assistant I	7 .08
12222 - Nursing Assistant II	9 .82
12223 - Nursing Assistant III	10 .62
12224 - Nursing Assistant IV	12 .40
12235 - Optical Dispenser	15 .26
12236 - Optical Technician	13 .90
12250 - Pharmacy Technician	17 .44
12280 - Phlebotomist	13 .30
12305 - Radiologic Technologist	24 .27
12311 - Registered Nurse I	28 .55
12312 - Registered Nurse II	33 .22
12313 - Registered Nurse II, Specialist	35 .29
12314 - Registered Nurse III	42 .25
12315 - Registered Nurse III, Anesthetist	42 .25
12316 - Registered Nurse IV	50 .64
12317 - Scheduler (Drug and Alcohol Testing)	19 .86
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	19 .30
13012 - Exhibits Specialist II	24 .74
13013 - Exhibits Specialist III	28 .94
13041 - Illustrator I	18 .07
13042 - Illustrator II	22 .56
13043 - Illustrator III	27 .38
13047 - Librarian	26 .69

13050 - Library Aide/Clerk	10 .00
13054 - Library Information Technology Systems Administrator	24 .09
13058 - Library Technician	14 .58
13061 - Media Specialist I	17 .39
13062 - Media Specialist II	19 .46
13063 - Media Specialist III	21 .68
13071 - Photographer I	13 .93
13072 - Photographer II	17 .60
13073 - Photographer III	22 .56
13074 - Photographer IV	26 .40
13075 - Photographer V	30 .06
13110 - Video Teleconference Technician	15 .21

14000 - Information Technology Occupations

14041 - Computer Operator I	16 .26
14042 - Computer Operator II	18 .19
14043 - Computer Operator III	20 .28
14044 - Computer Operator IV	22 .60
14045 - Computer Operator V	24 .95
14071 - Computer Programmer I (1)	23 .23
14072 - Computer Programmer II (1)	
14073 - Computer Programmer III (1)	
14074 - Computer Programmer IV (1)	
14101 - Computer Systems Analyst I (1)	
14102 - Computer Systems Analyst II (1)	
14103 - Computer Systems Analyst III (1)	
14150 - Peripheral Equipment Operator	16 .26
14160 - Personal Computer Support Technician	22 .60

15000 - Instructional Occupations

15010 - Aircrew Training Devices Instructor (Non-Rated)	30 .06
15020 - Aircrew Training Devices Instructor (Rated)	36 .39
15030 - Air Crew Training Devices Instructor (Pilot)	43 .20
15050 - Computer Based Training Specialist / Instructor	28 .27
15060 - Educational Technologist	29 .02
15070 - Flight Instructor (Pilot)	43 .20

15080 - Graphic Artist	23 .11
15090 - Technical Instructor	20 .99
15095 - Technical Instructor/Course Developer	25 .68
15110 - Test Proctor	18 .43
15120 - Tutor	18 .43

16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations

16010 - Assembler	9 .03
16030 - Counter Attendant	9 .03
16040 - Dry Cleaner	10 .89
16070 - Finisher, Flatwork, Machine	9 .03
16090 - Presser, Hand	9 .03
16110 - Presser, Machine, Drycleaning	9 .03
16130 - Presser, Machine, Shirts	9 .03
16160 - Presser, Machine, Wearing Apparel, Laundry	9 .03
16190 - Sewing Machine Operator	12 .26
16220 - Tailor	13 .20
16250 - Washer, Machine	9 .91

19000 - Machine Tool Operation And Repair Occupations

19010 - Machine-Tool Operator (Tool Room)	18 .32
19040 - Tool And Die Maker	21 .12

21000 - Materials Handling And Packing Occupations

21020 - Forklift Operator	12 .84
21030 - Material Coordinator	18 .58
21040 - Material Expediter	18 .58
21050 - Material Handling Laborer	12 .26
21071 - Order Filler	11 .46
21080 - Production Line Worker (Food Processing)	12 .84
21110 - Shipping Packer	13 .82
21130 - Shipping/Receiving Clerk	13 .82
21140 - Store Worker I	10 .53
21150 - Stock Clerk	14 .93
21210 - Tools And Parts Attendant	13 .58
21410 - Warehouse Specialist	12 .84

23000 - Mechanics And Maintenance And Repair Occupations

23010 - Aerospace Structural Welder	28 .07
23021 - Aircraft Mechanic I	26 .73
23022 - Aircraft Mechanic II	28 .07
23023 - Aircraft Mechanic III	29 .47
23040 - Aircraft Mechanic Helper	20 .93
23050 - Aircraft, Painter	24 .39
23060 - Aircraft Servicer	23 .28
23080 - Aircraft Worker	24 .53
23110 - Appliance Mechanic	17 .26
23120 - Bicycle Repairer	13 .91
23125 - Cable Splicer	24 .90
23130 - Carpenter, Maintenance	18 .58
23140 - Carpet Layer	16 .21
23160 - Electrician, Maintenance	26 .51
23181 - Electronics Technician Maintenance I	19 .33
23182 - Electronics Technician Maintenance II	23 .28
23183 - Electronics Technician Maintenance III	24 .48
23260 - Fabric Worker	15 .97
23290 - Fire Alarm System Mechanic	18 .14
23310 - Fire Extinguisher Repairer	14 .78
23311 - Fuel Distribution System Mechanic	19 .17
23312 - Fuel Distribution System Operator	16 .33
23370 - General Maintenance Worker	17 .01
23380 - Ground Support Equipment Mechanic	26 .73
23381 - Ground Support Equipment Servicer	23 .28
23382 - Ground Support Equipment Worker	24 .53
23391 - Gunsmith I	14 .78
23392 - Gunsmith II	17 .07
23393 - Gunsmith III	19 .16
23410 - Heating, Ventilation And Air-Conditioning Mechanic	20 .06
23411 - Heating, Ventilation And Air Conditioning Mechanic (Research Facility)	20 .93
23430 - Heavy Equipment Mechanic	17 .68

23440 - Heavy Equipment Operator	18 .14
23460 - Instrument Mechanic	21 .38
23465 - Laboratory/Shelter Mechanic	18 .23
23470 - Laborer	10 .97
23510 - Locksmith	17 .26
23530 - Machinery Maintenance Mechanic	20 .81
23550 - Machinist, Maintenance	20 .16
23580 - Maintenance Trades Helper	13 .58
23591 - Metrology Technician I	21 .38
23592 - Metrology Technician II	22 .31
23593 - Metrology Technician III	23 .25
23640 - Millwright	20 .48
23710 - Office Appliance Repairer	17 .26
23760 - Painter, Maintenance	17 .26
23790 - Pipefitter, Maintenance	19 .44
23810 - Plumber, Maintenance	18 .98
23820 - Pneudraulic Systems Mechanic	19 .16
23850 - Rigger	19 .47
23870 - Scale Mechanic	17 .07
23890 - Sheet-Metal Worker, Maintenance	18 .14
23910 - Small Engine Mechanic	17 .07
23931 - Telecommunications Mechanic I	23 .20
23932 - Telecommunications Mechanic II	24 .23
23950 - Telephone Lineman	23 .20
23960 - Welder, Combination, Maintenance	19 .16
23965 - Well Driller	19 .16
23970 - Woodcraft Worker	19 .16
23980 - Woodworker	13 .67
24000 - Personal Needs Occupations	
24570 - Child Care Attendant	9 .68
24580 - Child Care Center Clerk	12 .06
24610 - Chore Aide	6 .55
24620 - Family Readiness And Support Services Coordinator	11 .43
24630 - Homemaker	15 .41

25000 - Plant And System Operations Occupations

25010 - Boiler Tender	21 .14
25040 - Sewage Plant Operator	17 .00
25070 - Stationary Engineer	21 .14
25190 - Ventilation Equipment Tender	14 .33
25210 - Water Treatment Plant Operator	16 .65

27000 - Protective Service Occupations

27004 - Alarm Monitor	14 .82
27007 - Baggage Inspector	10 .14
27008 - Corrections Officer	18 .04
27010 - Court Security Officer	18 .04
27030 - Detection Dog Handler	17 .90
27040 - Detention Officer	18 .04
27070 - Firefighter	17 .90
27101 - Guard I	10 .14
27102 - Guard II	17 .90
27131 - Police Officer I	23 .33
27132 - Police Officer II	25 .99

28000 - Recreation Occupations

28041 - Carnival Equipment Operator	10 .69
28042 - Carnival Equipment Repairer	11 .24
28043 - Carnival Equipment Worker	8 .25
28210 - Gate Attendant/Gate Tender	13 .90
28310 - Lifeguard	12 .38
28350 - Park Attendant (Aide)	15 .55
28510 - Recreation Aide/Health Facility Attendant	11 .35
28515 - Recreation Specialist	17 .83
28630 - Sports Official	12 .38
28690 - Swimming Pool Operator	15 .85

29000 - Stevedoring/Longshoremen Occupational Services

29010 - Blocker And Bracer	17 .78
29020 - Hatch Tender	17 .78
29030 - Line Handler	17 .78
29041 - Stevedore I	16 .63

29042 - Stevedore II	18 .93
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (2)	38 .22
30011 - Air Traffic Control Specialist, Station (HFO) (2)	26 .36
30012 - Air Traffic Control Specialist, Terminal (HFO) (2)	29 .02
30021 - Archeological Technician I	19 .34
30022 - Archeological Technician II	23 .15
30023 - Archeological Technician III	28 .91
30030 - Cartographic Technician	28 .67
30040 - Civil Engineering Technician	27 .30
30061 - Drafter/CAD Operator I	19 .18
30062 - Drafter/CAD Operator II	23 .15
30063 - Drafter/CAD Operator III	25 .80
30064 - Drafter/CAD Operator IV	29 .47
30081 - Engineering Technician I	16 .59
30082 - Engineering Technician II	20 .41
30083 - Engineering Technician III	22 .83
30084 - Engineering Technician IV	28 .28
30085 - Engineering Technician V	36 .15
30086 - Engineering Technician VI	41 .85
30090 - Environmental Technician	27 .24
30210 - Laboratory Technician	23 .55
30240 - Mathematical Technician	28 .67
30361 - Paralegal/Legal Assistant I	19 .94
30362 - Paralegal/Legal Assistant II	24 .71
30363 - Paralegal/Legal Assistant III	30 .22
30364 - Paralegal/Legal Assistant IV	35 .81
30390 - Photo-Optics Technician	28 .67
30461 - Technical Writer I	20 .79
30462 - Technical Writer II	25 .43
30463 - Technical Writer III	29 .06
30491 - Unexploded Ordnance (UXO) Technician I	24 .29
30492 - Unexploded Ordnance (UXO) Technician II	29 .39
30493 - Unexploded Ordnance (UXO) Technician III	35 .23
30494 - Unexploded (UXO) Safety Escort	24 .29

30495 - Unexploded (UXO) Sweep Personnel	24 .29
30620 - Weather Observer, Combined Upper Air Or Surface Programs (2)	23 .95
30621 - Weather Observer, Senior (2)	27 .71
31000 - Transportation/Mobile Equipment Operation Occupations	
31020 - Bus Aide	10 .55
31030 - Bus Driver	15 .48
31043 - Driver Courier	12 .73
31260 - Parking and Lot Attendant	8 .34
31290 - Shuttle Bus Driver	13 .87
31310 - Taxi Driver	10 .49
31361 - Truckdriver, Light	13 .87
31362 - Truckdriver, Medium	17 .23
31363 - Truckdriver, Heavy	18 .99
31364 - Truckdriver, Tractor-Trailer	18 .99
99000 - Miscellaneous Occupations	
99030 - Cashier	9 .10
99050 - Desk Clerk	10 .65
99095 - Embalmer	21 .55
99251 - Laboratory Animal Caretaker I	9 .49
99252 - Laboratory Animal Caretaker II	10 .62
99310 - Mortician	24 .04
99410 - Pest Controller	14 .21
99510 - Photofinishing Worker	10 .43
99710 - Recycling Laborer	13 .60
99711 - Recycling Specialist	16 .58
99730 - Refuse Collector	12 .13
99810 - Sales Clerk	11 .41
99820 - School Crossing Guard	9 .05
99830 - Survey Party Chief	20 .96
99831 - Surveying Aide	14 .35
99832 - Surveying Technician	18 .13
99840 - Vending Machine Attendant	12 .00
99841 - Vending Machine Repairer	14 .41
99842 - Vending Machine Repairer Helper	12 .31

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: Life, accident, and health insurance plans, sick leave, pension plans, civic and personal leave, severance pay, and savings and thrift plans. Minimum employer contributions costing an average of \$3.24 per hour computed on the basis of all hours worked by service employees employed on the contract.

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 5 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year, New Year's Day, Martin Luther King Jr's Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4174)

THE OCCUPATIONS WHICH HAVE PARENTHESES AFTER THEM RECEIVE THE FOLLOWING BENEFITS (as numbered):

1) Under the SCA at section 8(b), this wage determination does not apply to any employee who individually qualifies as a bona fide executive, administrative, or professional employee as defined in 29 C.F.R. Part 541. Because most Computer System Analysts and Computer Programmers who are compensated at a rate not less than \$27.63 (or on a salary or fee basis at a rate not less than \$455 per week) an hour would likely qualify as exempt computer professionals, (29 C.F.R. 541.400) wage rates may not be listed on this wage determination for all occupations within those job families. In addition, because this wage determination may not list a wage rate for some or all occupations within those job families if the survey data indicates that the prevailing wage rate for the occupation equals or exceeds \$27.63 per hour conformances may be necessary for certain nonexempt employees. For example, if an individual employee is nonexempt but nevertheless performs duties within the scope of one of the Computer Systems Analyst or Computer Programmer occupations for which this wage determination does not specify an SCA wage rate, then the wage rate for that employee must be conformed in accordance with the conformance procedures described in the conformance note included on this wage determination.

Additionally, because job titles vary widely and change quickly in the computer industry, job titles are not determinative of the application of the computer professional exemption. Therefore, the exemption applies only to computer employees who satisfy the compensation requirements and whose primary duty consists of:

- (1) The application of systems analysis techniques and procedures, including consulting with users, to determine hardware, software or system functional specifications;
- (2) The design, development, documentation, analysis, creation, testing or modification of computer systems or programs, including prototypes, based on and related to user or system design specifications;
- (3) The design, documentation, testing, creation or modification of computer programs related to machine operating systems; or
- (4) A combination of the aforementioned duties, the performance of which requires the same level of skills. (29 C.F.R. 541.400).

2) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY:
If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

HAZARDOUS PAY DIFFERENTIAL: An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving regrading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

**** UNIFORM ALLOWANCE ****

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition, April 2006, unless otherwise indicated. Copies of the Directory are available on the Internet. A links to the Directory may be found on the WHD home page at <http://www.dol.gov/esa/whd/> or through the Wage Determinations On-Line (WDOL) Web site at <http://wdol.gov/>.

**REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE
{Standard Form 1444 (SF 1444)}**

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the

contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. {See Section 4.6 (C)(vi)} When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.
- 5) The contracting officer transmits the Wage and Hour decision to the contractor.
- 6) The contractor informs the affected employees.

Information required by the Regulations must be submitted on SF 1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to insure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.

AMENDMENT OF SOLICITATION/ MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 4
2. AMENDMENT/MODIFICATION NO. 128	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. N/A	5. PROJECT NO. (If applicable)
6. ISSUED BY CODE	BH3/JPH	7. ADMINISTERED BY (If other than Item 6)	CODE

NASA/Johnson Space Center
Attn: BH/Michael Duckworth
2101 NASA Parkway
Houston, TX. 77058-3696

See Block 6

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code)

Raytheon Technical Services Company
Attn: Lee Anne Ward, Sr. Contracts Negotiator
Bay Terrace II
555 Forge River Road Suite 120
Webster, TX 77598-4357

CODE	FACILITY CODE
(X) 9A. AMENDMENT OF SOLICITATION NO.	9B. DATED (SEE ITEM 11)
X 10A. MODIFICATION OF CONTRACT/ORDER NO. NAS 9-02102	10B. DATED (SEE ITEM 13) 2/2/03

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended, ☐ is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and ☐ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF

YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram

or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

N/A

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.(x) (x)

(X)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
X	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: 52.243-2 Changes – Cost Reimbursement
	d. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor ☐ is not, ☒ is required to sign this document and 3 copies to the issuing office

14. Description of amendment/modification (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

See Page 2.

15A. NAME AND TITLE OF SIGNER (Type or print)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) J.R. Carpentier
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED
16B. UNITED STATES OF AMERICA BY (Signature of Contracting Officer)	16C. DATE SIGNED

The purpose of this Modification is to restructure Contract Baseline/IDIQ mix due to anticipated increases in Change Requests (CR) for Baseline Projects. Contract value will remain unchanged.

Replacement pages are attached and are hereby incorporated into the contract. Changes are in bold.

Baseline Value Recapitulation

	Prior Value	Value of Mod 128	New Contract Value
Cost	\$147,171,632.54	\$2,104,500.00	\$149,276,132.54
Fee	\$13,730,650.00	\$195,500.00	\$13,926,150.00
Total	\$160,902,282.54	\$2,300,000.00	\$163,202,282.54

IDIQ Value Recapitulation

	Prior Value	Value of Mod 128	New Contract Value
Total	\$25,000,000.00	(\$2,300,000.00)	\$22,700,000.00

Award Fee Recapitulation

Evaluation Period	Prior Value	Value of Mod 128	New Contract Value
Period 13	\$999,235	\$65,167	\$1,064,402
Period 14	\$980,424	\$65,167	\$1,045,591
Period 15	\$980,424	\$65,166	\$1,045,590

B.2 ESTIMATED COST AND AWARD FEE. (1852.216-85) (SEP 1993)*

(a) The estimated cost of this contract is **\$149,276,132.54**. The maximum available award fee, excluding base fee, if any, is **\$13,926,150.00**. The base fee is \$0. Total estimated cost, base fee, and maximum award fee are **\$163,202,282.54**.

(End-of-Clause)

B.3. ESTIMATED COST AND FEE FOR THE INDEFINITE DELIVERY/INDEFINITE QUANTITY REQUIREMENTS OF THE CONTRACT.

(a.) Total estimated cost of the IDIQ section of the contract is not to exceed **(NTE) \$ 22,700,000**. See task order procedures.

(End-of-Clause)

In order to reflect the earned award fee, Appendix 3, Award Fee Distribution, of Attachment J-3, is deleted in its entirety and replaced with the following:


Attachment J-3
Performance Evaluation Plan
NAS 9-02102
AWARD FEE DISTRIBUTION

APPENDIX 3
AWARD FEE DISTRIBUTION

<u>EVALUATION PERIOD</u>	<u>AVAILABLE AWARD FEE</u>	<u>EARNED AWARD FEE</u>
04/01/03 - 09/30/03	\$746,871	\$642,309
10/01/03 - 03/31/04	\$728,358	\$655,522
04/01/04 - 09/30/04	\$788,416	\$709,574
10/01/04 - 03/31/05	\$817,875	\$719,730
04/01/05 - 09/30/05	\$841,463	\$799,390
10/01/05 - 03/31/06	\$907,907	\$853,433
04/01/06 - 09/30/06	\$960,068	\$883,262
10/01/06 - 03/31/07	\$977,849	\$889,843
04/01/07 - 09/30/07	\$1,016,183	\$934,888
10/01/07 - 03/31/08	\$1,008,784	\$907,906
04/01/08 - 09/30/08	\$984,658	\$915,732
10/01/08 - 03/31/09	\$999,236	
04/01/09 - 09/30/09	\$1,064,402	
10/01/09 - 03/31/10	\$1,045,591	
04/01/10 - 09/30/10	\$1,045,590	

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE		PAGE OF PAGES	
				1 3	
2. AMENDMENT/MODIFICATION NO.		3. EFFECTIVE DATE		4. REQUISITION/PURCHASE REQ. NO.	
129		See Block 16C		4200296031	
6. ISSUED BY		CODE		5. PROJECT NO. (If applicable)	
NASA/Johnson Space Center		JSC			
Attn: Michael Duckworth/ BH3					
2101 NASA Parkway					
Houston TX 77058-3696					
		7. ADMINISTERED BY (If other than Item 6)		CODE	
		NASA/Johnson Space Center		JSC	
		Attn: Michael Duckworth/ BH3			
		2101 NASA Parkway			
		Houston TX 77058-3696			
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)			9A. AMENDMENT OF SOLICITATION NO.		
RAYTHEON TECHNICAL SERVICES COMPANY			(X)		
Attn: Lee Anne Ward					
Bay Terrace II			9B. DATED (SEE ITEM 11)		
555 Forge River Rd, Suite 120					
HOUSTON TX 77598-4357					
			10A. MODIFICATION OF CONTRACT/ORDER NO.		
			NAS9-02102		
			10B. DATED (SEE ITEM 13)		
			02/03/2003		
CODE			FACILITY CODE		
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS					
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended. <input type="checkbox"/> is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.					
12 ACCOUNTING AND APPROPRIATION DATA (If required)					
Net Increase: \$200,000.00					
13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.					
CHECK ONE					
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.					
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).					
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF.					
D. OTHER (Specify type of modification and authority)					
X FAR 52.232-22 Limitation of Funds					
E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not. <input type="checkbox"/> is required to sign this document and return _____ 0 _____ copies to the issuing office.					
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible)					
See page 2					

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
		J. R. Carpentier	
15B. CONTRACTOR/OFFEROR		16B. UNITED STATES OF AMERICA	
(Signature of person authorized to sign)		 (Signature of Contracting Officer)	
15C. DATE SIGNED		16C. DATE SIGNED	
		5-21-09	

B.4 CONTRACT FUNDING. (NFS 1852.232-81)(JUNE 1990)

(a.) For purposes of payment of cost, exclusive of fee, in accordance with the Limitation of Funds clause, the total amount allotted by the Government to this contract is **\$137,861,592.19**. This allotment covers the following estimated period of performance through: **September 1, 2009**.

(b.) An additional amount of **\$11,390,566.03** is obligated under this contract for payment of fee.

(End of Clause)

AMENDMENT OF SOLICITATION/ MODIFICATION OF CONTRACT		1. CONTRACT ID CODE NAS 9-02102		PAGE OF PAGES 1 3	
2. AMENDMENT/MODIFICATION NO. Modification 130		3. EFFECTIVE DATE See Block 16C		4. REQUISITION/PURCHASE REQ. NO. N/A	
5. PROJECT NO. (If applicable)					
6. ISSUED BY NASA Lyndon B. Johnson Space Center Attn: Michael Duckworth/ BH3 2101 NASA Parkway Houston, Texas 77058		7. ADMINISTERED BY (If other than Item 6) BH3/JPH		CODE	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and ZIP Code) Raytheon Technical Services Company Bay Terrace II 555 Forge River Road, Suite 120 Attn: Lee Anne Ward Webster, TX 77598-4357					
CODE (X)			FACILITY CODE		
9A. AMENDMENT OF SOLICITATION NO.			9B. DATED (SEE ITEM 11)		
10A. MODIFICATION OF CONTRACT/ORDER NO. NAS 9-02102			10B. DATED (SEE ITEM 13) 2/3/03		
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS					
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is <input type="checkbox"/> is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and <input type="checkbox"/> copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.					
12. ACCOUNTING AND APPROPRIATION DATA (If required)					
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.(x)					
(x) A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.					
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).					
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:					
d. OTHER (Specify type of modification and authority) X Terms and Conditions of Attachment J-3 Award Fee Plan					
E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.					
14. description of amendment/modification (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)					

(See pages 2-3)

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.			
15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) J. R. Carpentier, Contracting Officer	
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY (Signature of Contracting Officer)	16C. DATE SIGNED
NSN 7540-01-152-8070 PREVIOUS EDITION UNUSABLE		30-105 JSC MS Word (Aug 95)	

- II. In order to reflect the earned award fee, Appendix 3, Award Fee Distribution, of Attachment J-3, is deleted in its entirety and replaced with the following:

Attachment J-3
Performance Evaluation Plan
NAS 9-02102
AWARD FEE DISTRIBUTION

APPENDIX 3
AWARD FEE DISTRIBUTION

<u>EVALUATION PERIOD</u>	<u>AVAILABLE AWARD FEE</u>	<u>EARNED AWARD FEE</u>
04/01/03 - 09/30/03	\$746,871	\$642,309
10/01/03 - 03/31/04	\$728,358	\$655,522
04/01/04 - 09/30/04	\$788,416	\$709,574
10/01/04 - 03/31/05	\$817,875	\$719,730
04/01/05 - 09/30/05	\$841,463	\$799,390
10/01/05 - 03/31/06	\$907,907	\$853,433
04/01/06 - 09/30/06	\$960,068	\$883,262
10/01/06 - 03/31/07	\$977,849	\$889,843
04/01/07 - 09/30/07	\$1,016,183	\$934,888.36
10/01/07 - 03/31/08	\$1,008,784	\$907,906
04/01/08 - 09/30/08	\$984,658	\$915,732
10/01/08 - 03/31/09	\$999,236	\$959,267
04/01/09 - 09/30/09	\$1,064,402	
10/01/09 - 03/31/10	\$1,045,591	
04/01/10 - 09/30/10	\$1,045,590	

B.4 CONTRACT FUNDING. (NFS 1852.232-81)(JUNE 1990)

(a.) For purposes of payment of cost, exclusive of fee, in accordance with the Limitation of Funds clause, the total amount allotted by the Government to this contract is **\$137,861,592.19**. This allotment covers the following estimated period of performance through: **September 1, 2009**.

(b.) An additional amount of **\$11,390,566.03** is obligated under this contract for payment of fee.

(End of Clause)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE

PAGE OF PAGES

2. AMENDMENT/MODIFICATION NO.

132

3. EFFECTIVE DATE

See Block 16C

4. REQUISITION/PURCHASE REQ. NO.

4200305311

5. PROJECT NO. (If applicable)

6. ISSUED BY

CODE

JSC

7. ADMINISTERED BY (If other than Item 6)

CODE

JSC

NASA/Johnson Space Center

Attn: Byron Atkins/ BH3

2101 NASA Parkway

Houston TX 77058-3696

NASA/Johnson Space Center

Attn: Byron Atkins/ BH3

2101 NASA Parkway

Houston TX 77058-3696

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)

RAYTHEON TECHNICAL SERVICES COMPANY

Attn: Lee Anne Ward

Bay Terrace II

555 Forge River Rd, Suite 120

HOUSTON TX 77598-4357

(x)

9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

x

10A. MODIFICATION OF CONTRACT/ORDER NO.

NAS9-02102

10B. DATED (SEE ITEM 13)

02/03/2003

CODE

FACILITY CODE

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended. ☐ is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

Net Increase:

\$2,440,000.00

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

CHECK ONE

A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.

B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14. PURSUANT TO THE AUTHORITY OF FAR 43.103(b).

C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:

D. OTHER (Specify type of modification and authority)

X FAR 52.232-22 Limitation of Funds

E. IMPORTANT: Contractor ☒ is not. ☐ is required to sign this document and return _____ 0 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

See page 2

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)

16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)

Adrian D. Clayton

15B. CONTRACTOR/OFFEROR

15C. DATE SIGNED

15B. UNITED STATES OF AMERICA

16C. DATE SIGNED

(Signature of person authorized to sign)

(Signature of Contracting Officer)

7-22-2009

NSN 7540-01-152-8070

Previous edition unusable

STANDARD FORM 30 (REV 10-83)
Prescribed by GSA
FAR (48 CFR) 53.243

The purpose of this modification is to:

1. Modify Clause B.4, CONTRACT FUNDING and change contract funding by \$2,440,000 from \$149,252,158.22 to \$151,692,158.22. The replacement pages are attached. Changes have been bolded and bar marked.

Funding Recapitulation

	Prior Obligation	Current Obligation Mod 132	TOTAL
Cost	\$137,861,592.19	\$2,248,847.93	\$140,110,440.12
Fee	\$11,390,566.03	\$191,152.07	\$11,581,718.10
Total	\$149,252,158.22	\$2,440,000.00	\$151,692,158.22

B.4 CONTRACT FUNDING. (NFS 1852.232-81)(JUNE 1990)

(a.) For purposes of payment of cost, exclusive of fee, in accordance with the Limitation of Funds clause, the total amount allotted by the Government to this contract is **\$137,861,592.19**. This allotment covers the following estimated period of performance through: **September 30, 2009**.

(b.) An additional amount of **\$11,390,566.03** is obligated under this contract for payment of fee.

(End of Clause)